



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: August 6, 2014

Time: Closed Session 6:45 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Jennifer M. Robison**

City Clerk

Telephone: (209) 333-6702

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

### C-1 Call to Order / Roll Call

### C-2 Announcement of Closed Session

- a) Prospective Acquisition of Real Property; Price and Terms of Payment Under Negotiation; City Negotiators, Public Works Director Wally Sandelin and John F. Almazan, Senior Real Estate Agent, Interwest Consulting Group; Pursuant to Government Code Section 54956.8:
  - 1) A Portion of Property Located at 13160 North West Lane (APN 058-110-47), Negotiating Party: F&L Costa Family L.P. (Felix Costa & Sons); and
  - 2) A Portion of Property Located at 120 East Harney Lane (APN 058-130-24), Negotiating Party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust

### C-3 Adjourn to Closed Session

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### C-4 Return to Open Session / Disclosure of Action

#### A. Call to Order / Roll Call

#### B. Presentations – None

#### C. Consent Calendar (Reading; Comments by the Public; Council Action)

C-1 Receive Register of Claims in the Amount of \$15,673,060.67 (FIN)

C-2 Approve Minutes (CLK)

- a) July 10, 2014 (Special Joint Meeting w/Lodi Arts Commission)
- b) July 15, 22, and 29, 2014 (Shirtsleeve Sessions)
- c) July 16, 2014 (Regular Meeting)
- d) July 22, 2014 (Special Meeting)

C-3 Report of Sale of Surplus Equipment (PW)

C-4 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Underground Electric Utility Cable (EU)

Res. C-6 Adopt Resolution Authorizing Purchase of 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, of Sacramento (\$397,066.32) (PW)

Res. C-7 Adopt Resolution Approving Purchase of Bucket Truck from Altec Industries Inc., of Dixon (\$141,463.27) (EU)

Res. C-8 Adopt Resolution Awarding Contract for Turner Road Overlay, Loma Drive to Pleasant Avenue, to George Reed, Inc., of Modesto (\$664,081) (PW)

- Res. C-9 Adopt Resolution Awarding Contract for 2014 Crack Sealing, Various City Streets, to Graham Contractors, Inc., of San Jose (\$60,416.13), and Appropriating Funds (\$15,000) (PW)
- Res. C-10 Adopt Resolution Awarding Contracts for Fire Station No. 2 Replacement Project to Diede Construction, Inc., of Woodbridge, for Construction (\$4,227,740) and Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$150,000) and Appropriating Funds (\$5,231,400) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services for Rose Gate Subdivision Project (\$150,000) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with the Salvation Army for Administration and Implementation of the Lodi CARE Package Program (\$60,000) (EU)
- Res. C-13 Adopt Resolution Authorizing the Public Works Director, City Engineer, or Part-Time Senior Civil Engineer to Execute and Accept Dedications on Final Parcel Maps (PW)
- C-14 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- C-15 Set Public Hearing for September 3, 2014, to Consider and Approve the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2014/15 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from Previous Years (CD)

**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

**E. Comments by the City Council Members on Non-Agenda Items**

**F. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings**

- G-1 Public Hearing to Consider and Adopt Resolutions of Necessity for the Acquisition in Eminent Domain of Certain Real Property for Public Purposes, Namely the Real Property Identified Below, in Connection with the Harney Lane Grade Separation Project: (CA)
- Res. a) A Portion of Property Located at 13160 North West Lane (APN 058-110-47), Negotiating Party: F&L Costa Family L.P. (Felix Costa & Sons); and
- Res. b) A Portion of Property Located at 120 East Harney Lane (APN 058-130-24), Negotiating Party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust
- Res. G-2 Public Hearing to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 227 Medium-Density Residential and 330 High-Density Residential Growth Management Allocations for Reynolds Ranch Subdivision (CD)

**H. Communications**

- H-1 Appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Planning Commission (CLK)

**I. Regular Calendar**

- I-1 Provide Direction Regarding Wine Country Cardroom and Restaurant Request for Ordinance Change Increasing the Number of Tables Allowed and Use of "Casino" in Signage (CA)
- I-2 Receive Report on Resident Canada Geese at Lodi Lake (PRCS)
- Ord. I-3 Introduce Ordinance Amending Lodi Municipal Code Section 17.52.120 (B) (1) to Add Submittal (Introduce) Requirements for a Vesting Tentative Map (CD)
- Res. I-4 Adopt Resolution Approving the Classification and Salary Range for the Position of Watershed Program Coordinator (CM)
- Res. I-5 Adopt Resolution Approving the Classification and Salary Range for Position of Deputy City Clerk (CM)
- Res. I-6 Adopt Resolution Approving Revisions to the Job Description and Salary Range for the Position of Construction Project Manager (CM)
- Res. I-7 Adopt Resolution Adding One Lead Dispatcher/Jailer and Deleting One Dispatcher/Jailer Position Within the Police Department (CM)

**J. Ordinances**

- Ord. J-1 Adopt Ordinance No. 1894 Entitled, "An Uncodified Ordinance of the Lodi City Council Levying (Adopt) and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1)" (CLK)
- Ord. J-2 Adopt Ordinance No. 1895 Entitled, "An Ordinance of the City Council of the City of Lodi (Adopt) Repealing and Re-Enacting Lodi Municipal Code Title 6 – Animals – in Its Entirety" (CLK)

**K. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Jennifer M. Robison  
City Clerk

*All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Robison at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Robison (209) 333-6702.*

*Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at [www.lodi.gov](http://www.lodi.gov) by clicking the meeting webcasts link.*



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through July 17, 2014 in the Total Amount of \$15,673,060.67.

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$15,673,060.67.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$15,673,060.67 through 07/17/14. Also attached is Payroll in the amount of \$2,466,421.80.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

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Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

Accounts Payable  
Council Report

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Date - 07/23/14

As of Thursday	Fund	Name	Amount
07/17/14	00100	General Fund	1,883,118.47
	00120	Vehicle Replacement Fund	63,843.86
	00160	Electric Utility Fund	8,694,025.68
	00161	Utility Outlay Reserve Fund	1,301,653.84
	00164	Public Benefits Fund	28,592.65
	00166	Solar Surcharge Fund	3,223.80
	00168	Environmental Compliance	54,687.92
	00170	Waste Water Utility Fund	203,391.29
	00171	Waste Wtr Util-Capital Outlay	65,528.01
	00180	Water Utility Fund	413,072.15
	00181	Water Utility-Capital Outlay	1,199,195.88
	00210	Library Fund	18,220.44
	00234	Local Law Enforce Block Grant	12.21
	00235	LPD-Public Safety Prog AB 1913	62.77
	00236	LPD-OTS Grants	16,312.03
	00239	CalGRIP	16,857.77
	00260	Internal Service/Equip Maint	61,877.29
	00270	Employee Benefits	512,559.02
	00300	General Liabilities	29,861.56
	00310	Worker's Comp Insurance	407,944.07
	00321	Gas Tax-2105,2106,2107	47,455.70
	00325	Measure K Funds	15,762.85
	00331	Federal - Streets	422,539.48
	00340	Comm Dev Special Rev Fund	5,298.41
	00347	Parks, Rec & Cultural Services	47,382.66
	00459	H U D	20,290.68
	00502	L&L Dist Z1-Almond Estates	134.78
	00503	L&L Dist Z2-Century Meadows I	103.68
	00506	L&L Dist Z5-Legacy I,II,Kirst	214.41
	00507	L&L Dist Z6-The Villas	511.36
	00509	L&L Dist Z8-Vintage Oaks	37.09
	00513	L&L Dist Z11-Tate Property	12.09
	00515	L&L Dist Z13	69.12
	00516	L&L Dist Z14-Luca Place	21.63
	00517	L&L Dist Z15-Guild Ave Indust.	69.12
	00518	L&L Dist Z16-W.Kettleman Comm.	38.40
	01211	Capital Outlay/General Fund	31,322.75
	01212	Parks & Rec Capital	4,950.00
	01214	Arts in Public Places-IMF	2,000.00
	01217	IMF Parks & Rec Facilities	9,780.83
	01250	Dial-a-Ride/Transportation	20,556.03
	01251	Transit Capital	9,880.30
	01253	TSSSDRA	1,169.70
	01410	Expendable Trust	18,050.94
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Sum			15,631,692.72
	00184	Water PCE-TCE-Settlements	84.00
	00185	PCE/TCE Rate Abatement Fund	1,200.00
	00190	Central Plume	40,083.95
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Sum			41,367.95

Accounts Payable  
Council Report

Page - 2  
Date - 07/23/14  
Amount

As of Fund  
Thursday

Name

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Total  
Sum

15,673,060.67

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	06/22/14	00100	General Fund	708,423.53
		00160	Electric Utility Fund	155,934.14
		00161	Utility Outlay Reserve Fund	4,726.41
		00170	Waste Water Utility Fund	112,724.36
		00180	Water Utility Fund	10,993.15
		00210	Library Fund	25,153.59
		00260	Internal Service/Equip Maint	17,316.11
		00321	Gas Tax-2105,2106,2107	30,266.67
		00340	Comm Dev Special Rev Fund	24,546.86
		00347	Parks, Rec & Cultural Services	116,481.24
		01250	Dial-a-Ride/Transportation	7,919.47
Pay Period Total:				
Sum				1,214,485.53
	07/06/14	00100	General Fund	705,562.16
		00160	Electric Utility Fund	188,644.48
		00161	Utility Outlay Reserve Fund	4,996.28
		00170	Waste Water Utility Fund	122,043.48
		00180	Water Utility Fund	11,628.05
		00210	Library Fund	25,366.92
		00260	Internal Service/Equip Maint	17,293.39
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	30,290.03
		00340	Comm Dev Special Rev Fund	24,546.86
		00347	Parks, Rec & Cultural Services	110,689.26
		01250	Dial-a-Ride/Transportation	7,919.47
Pay Period Total:				
Sum				1,251,936.27



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) July 10, 2014 (Special Joint Meeting w/Lodi Arts Commission)  
b) July 15, 2014 (Shirtsleeve Session)  
c) July 16, 2014 (Regular Meeting)  
d) July 22, 2014 (Shirtsleeve Session)  
e) July 22, 2014 (Special Meeting)  
f) July 29, 2014 (Shirtsleeve Session)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) July 10, 2014 (Special Joint Meeting w/Lodi Arts Commission)  
b) July 15, 2014 (Shirtsleeve Session)  
c) July 16, 2014 (Regular Meeting)  
d) July 22, 2014 (Shirtsleeve Session)  
e) July 22, 2014 (Special Meeting)  
f) July 29, 2014 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through F, respectively.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Jennifer M. Robison  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
THURSDAY, JULY 10, 2014**

A. Roll call

The Special Joint City Council meeting with the Lodi Arts Commission of July 10, 2014, held at the Hutchins Street Square, 125 South Hutchins Street, Lodi, was called to order at 5:30 p.m.

Present: Council Member Johnson, and Council Member Mounce

Absent: Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Robison

Also in attendance from the Lodi Arts Commission were the following: Annalisa Sharp Babich, Ben Burgess, Nancy Carey, Nancy Mellor, Catherine Metcalf, Patricia Stump, and Sandi Walker-Tansley.

NOTE: Council Member Johnson left the meeting prior to the formal presentation due to a previous commitment.

B. Topic(s)

B-1 Discussion of Items of Mutual Concern

With the aid of a PowerPoint presentation, the City Council and Arts Commission briefly discussed items of mutual concern, including Changing Faces Theater Company, goals and strategic planning, grants, First Friday Art Hop, Arts Foundation, Art in Public Places projects, Arbor Day activities, Taco Truck Cook Off, and the Lodi Community Arts Center. City Manager Schwabauer outlined the various financial difficulties facing the City and assured the Arts Commission that the City continues to fund the arts in this community and values the Commission's efforts.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:30 p.m.

ATTEST:

Jennifer M. Robison  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 15, 2014**

The July 15, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Robison  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JULY 16, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of July 16, 2014, was called to order by Mayor Katzakian at 6:45 p.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: None

NOTE: Council Member Mounce participated via teleconference.

C-2 Announcement of Closed Session

- a) Public Employee Performance  
Evaluation/Discipline/Dismissal/Release/Resignation/Appointment of Council Appointees,  
Job Title: City Clerk; Pursuant to Government Code Section 54957

C-3 Adjourn to Closed Session

At 6:45 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. Only City Council Members were present during Closed Session; staff was not present. The Closed Session adjourned at 7:00 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

Item C-2 (a) was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of July 16, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Administrative Secretary Chadwick

NOTE: Council Member Mounce participated via teleconference.

B. Presentations

B-1 National Night Out Proclamation (PD)

Mayor Katzakian presented proclamation to Chet Somera, Crime Prevention Coordinator,

proclaiming Tuesday, August 5, 2014, as "National Night Out" in Lodi. Mr. Somera expressed his appreciation and hoped everyone would come out and enjoy the planned activities.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Johnson made a motion, second by Mayor Katzakian, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,602,193.31 (FIN)

Claims were approved in the amount of \$6,602,193.31.

C-2 Approve Minutes (CLK)

The minutes of June 17, 2014 (Shirtsleeve Session), June 17, 2014 (Special Meeting), June 18, 2014 (Regular Meeting), June 24, 2014 (Shirtsleeve Session), July 1, 2014 (Shirtsleeve Session), July 2, 2014 (Regular Meeting), and July 8, 2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids to Procure Triplex Cable (EU)

Approved the specifications and authorized advertisement for bids to procure triplex cable.

C-4 Approve Specifications and Authorize Advertisement for Bids to Procure Vaults, Service Boxes, and Box Pads (EU)

Approved the specifications and authorized advertisement for bids to procure vaults, service boxes, and box pads.

C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers (EU)

Approved the specifications and authorized advertisement for bids to procure padmount transformers.

C-6 Approve Specifications and Authorize Advertisement for Bids to Procure Trayer Padmount Switches (EU)

Approved the specifications and authorized advertisement for bids to procure Trayer padmount switches.

C-7 Adopt Resolution Authorizing the Purchase of DL4000 Backup and Recovery Appliance from Dell Computers (\$56,872) (CM)

Adopted Resolution No. 2014-117 authorizing the purchase of DL4000 backup and recovery appliance from Dell Computers in the amount of \$56,872.

- C-8 Adopt Resolution Awarding Contract for Lodi Lake Park - Youth Area Pathway Improvements, to A. M. Stephens Construction Company, Inc., of Lodi (\$21,148.75) (PW)

Adopted Resolution No. 2014-118 awarding contract for Lodi Lake Park - Youth Area Pathway Improvements, to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$21,148.75.

- C-9 Accept Improvements Under Contract for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane (PW)

Accepted the improvements under contract for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane.

- C-10 Accept Improvements Under Contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 (PW)

Accepted the improvements under contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013.

- C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Public Safety Radio Support with Delta Wireless, of Stockton (\$46,128) (CM)

Adopted Resolution No. 2014-119 authorizing the City Manager to execute Professional Services Agreement for Public Safety Radio Support with Delta Wireless, of Stockton, in the amount of \$46,128.

- C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Apogee Interactive, Inc., of Tucker, Georgia, for On-Line Customer Energy Audit Applications (\$24,300) (EU)

Adopted Resolution No. 2014-120 authorizing the City Manager to execute Professional Services Agreement with Apogee Interactive, Inc., of Tucker, Georgia, for on-line customer energy audit applications in the amount of \$24,300.

- C-13 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at 13 Locations During Fiscal Years 2014/2015 and 2015/2016 (\$1,091,507.42) (PRCS)

This item was pulled by Council Member Nakanishi for further discussion.

In response to Council Member Nakanishi, Parks, Recreation, and Cultural Services Director Jeff Hood stated that this was on a per year basis. Lodi Unified School District is limited to a set amount of money for this program and it did not take into account the minimum wage increase, therefore, the number of City employees participating in the program will decrease and this will remain a cost recovery option for Parks and Recreation.

Council Member Nakanishi made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-121 approving contract with Lodi Unified School District to provide after-school staff support for the Bridge program at 13 locations during fiscal years 2014/2015 and 2015/2016 in the amount of \$1,091,507.42.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katakian

Noes: None

Absent: None

C-14 Set Public Hearing for August 6, 2014, to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 227 Medium-Density Residential and 330 High-Density Residential Growth Management Allocations for Reynolds Ranch Subdivision (CD)

Set public hearing for August 6, 2014, to consider adopting a resolution approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for Reynolds Ranch Subdivision.

- D. Comments by the Public on Non-Agenda Items THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

Robert Wyrich requested Council reduce the annual cost for the Lodi Lake Park entrance fee for seniors from \$50 to \$20. Mayor Pro Tempore Hansen stated that the item would have to be brought back to the Council by staff before a vote could take place. Council Member Nakanishi asked if this should be brought before the Recreation Commission first, to which City Manager Schwabauer responded in the affirmative. Mr. Wyrich also asked that, during the Zinfest and the Wine and Chocolate Festival, the right lane along Turner Road in front of the Wine and Visitors Center and the park be reserved for designated drivers. Council Member Johnson asked staff why there is no parking along that stretch of Turner Road. Public Works Director Wally Sandelin stated he would look into it and bring it back to Council. Mayor Pro Tempore Hansen cautioned against allowing parking too close to the entrance and exit of the Visitors Center.

Mark Wilcox expressed his concerns regarding safety at the intersection of York Street and Fairmont Avenue.

John Slaughterback expressed his concern about an article in the Lodi News-Sentinel regarding the lowering of Development Impact Fees. He felt that reducing the fees for new development would not help home buyers qualify for home loans and would render the fee reduction irrelevant. Mr. Slaughterback also brought up his concern over the cost of the contract adopted on June 8 for West Yost to prepare the paperwork for the discharge permit and an operational manual for the White Slough Water Pollution Control Facility. He would like to see some discussion occur when contracts of this nature are adopted by the City Council. City Manager Schwabauer stated that the reason West Yost was chosen for the referenced contract was because of its familiarity with the facility and the possible consequences of the reports not being done accurately.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Johnson inquired about a Police Department employee who was recently recognized nationally by a professional organization and would like to see something brought forward for Council to recognize her as well. Mr. Johnson also mentioned that he had a discussion with the new Human Resources Manager, Adele Post, and encouraged City staff to

take advantage of the tools that are in place to reclassify positions that have out grown their current descriptions. Additionally, there is a program in place for tuition reimbursement, and he encouraged employees to take advantage of the program to upgrade their knowledge. Mr. Johnson stated he would like to start a suggestion box for City employees, stating he believed many interesting ideas could come from their experiences.

Council Member Mounce expressed her appreciation for being able to conference in to the meeting, stating she was attending a board meeting for the League of California Cities. Ms. Mounce expressed her concerns regarding fireworks and the effect they have on animals and seniors in the community. She would like Council to review the ordinance and strengthen the enforcement regarding illegal fireworks or prohibit them all together.

Council Member Nakanishi stated he has received many e-mails from the public asking if Council is aware of the California Public Employees Retirement System (PERS) liability. Mr. Nakanishi reported on the current condition of the City's PERS liability compared to the fund in general. Mr. Nakanishi further stated that water use in San Joaquin County has dropped even though the overall State water use has increased.

Mayor Pro Tempore Hansen asked that the meeting be closed in memory of former Woodbridge Fire Chief, Hank Wright. He announced that Northern California Power Agency (NCPA) Executive Director Jim Pope is retiring. Mr. Hansen further stated that expenditures are approved in the millions of dollars on any given Council agenda and that Council does study the items and follows up with staff if questions need to be answered. He agreed that illegal fireworks are a challenge to enforce, however, he would like to review alternatives rather than eliminating them.

Council Member Johnson stated his concerns regarding the health of the PERS fund, stating that 18 percent is still a long way from making the fund healthy.

F. Comments by the City Manager on Non-Agenda Items

City Manager Schwabauer thanked Council Member Johnson for the suggestion to implement a suggestion box and cited examples of employees suggesting and implementing new ideas that have saved the City money. Mr. Schwabauer stated that fines on illegal fireworks are somewhat high already and agreed with Council Members that the increase in the number of illegal fireworks is a problem. Mr. Schwabauer expressed congratulations to Jim Pope at NCPA. He further mentioned the incident that occurred today with the bank robbery and high speed chase and thanked fire and police personnel for everything it does. He further stated that the PERS fund may be growing, but the overall health of the fund is still losing because of the catch-up situation.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates and Restructured Water Rates for Residential, Commercial, and Industrial Customers (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates and restructured water rates for residential, commercial, and industrial customers.

Public Works Director Wally Sandelin gave a brief overview of the proposed resolution setting pre-approved Engineering News Record Adjustment Index for wastewater rates and restructured water rates for residential, commercial, and industrial customers as set forth in the Council

Communication. Mr. Sandelin pointed out the changes shown on the Blue Sheet item that was provided and will be incorporated into the resolution before Council.

In response to Mayor Katzakian, Mr. Sandelin stated that, among the cities that have upgraded their wastewater plants, the fees are comparable.

In response to Council Member Johnson, Mr. Sandelin stated that the numbers are based on actual metered data from three-bedroom dwellings that have been collected over the past year. Mr. Johnson expressed concern over how low the numbers appear to be.

In response to Council Member Nakanishi, Mr. Sandelin stated that the rates for seniors living in a typical single-family dwelling will go down on average, but the non-residential customers will see an increase.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that the magnitude of the change for non-residential properties will not be significant. He stated these calculations are averages, not everyone will see a decrease, and some may see a small increase. A one-year worth of metered usage was provided to each customer prior to being billed for the metered water. The flat rate increase will only affect those that have not been switched over to meters. By the time the base rate increase occurs, there should be approximately 1,500 more residences that will be on meters and will not be affected by the base rate change. Mr. Schwabauer stated that without the metered data the City would not know that a restructuring was necessary. Mr. Sandelin stated that 70 percent of non-residential customers are on meters. The restructuring will bring the non-residential customer rates in line with residential.

In response to Mayor Katzakian, Mr. Sandelin stated that the base rate will be stabilized and the metered usage rate will be the one that increases. The State would like the base rate to be around 30 percent and the commodity charge around 70 percent, and the City is currently at 50 percent for base and commodity.

In response to Council Member Mounce, Mr. Sandelin stated that multi-family and non-residential rates will increase. Ms. Mounce stated her concern over multi-family dwellings not having multiple meters. Mr. Sandelin stated that the program is not at a stage to address the multi-family, multi-meter issue other than for the mobile home parks.

In response to Council Member Nakanishi, Mr. Sandelin stated that the wastewater rate for Modesto does not take into account the new plant that is being built, but he will contact Modesto staff to inquire what the increase would be.

Mayor Katzakian opened the public hearing for public comment.

There being no public comments, Mayor Katzakian closed the public hearing.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-122 setting pre-approved Engineering News Record adjustment index for wastewater rates and restructured water rates for residential, commercial, and industrial customers.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: Council Member Mounce

Absent: None

G-2 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2014/15, and Ordering the Levy and Collection of Assessments (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider resolution adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2014/15, and ordering the levy and collection of assessments.

Public Works Director Wally Sandelin gave a brief PowerPoint presentation on the proposed resolution approving the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2014/15 and ordering the levy and collection of assessments as set forth in the Council Communication.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that on a future report the collection of money from the insurance company for damage to the masonry wall will be reported as revenue.

In response to Council Member Nakanishi, Mr. Sandelin stated that combining the zones will simplify the process.

Mayor Katzakian opened the public hearing for public comment.

There being no public comments, Mayor Katzakian closed the public hearing.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-123 adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2014/15, and ordering the levy and collection of assessments.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

G-3 Public Hearing to Receive Input and to Consider Adoption of Resolutions to Call for and to Declare the Election Results to Annex Territory to Community Facilities District No. 2007-1 (Public Services) and to Introduce an Ordinance Levying and Apportioning the Special Tax Therein (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to receive input and to consider adoption of resolutions to call for and declare the election results to annex territory to Community Facilities District (CFD) No. 2007-1 (Public Services) and to introduce an ordinance levying and apportioning the special tax therein.

Public Works Director Wally Sandelin gave a brief PowerPoint presentation regarding the resolutions to call for and to declare the election results to annex territory to CFD No. 2007-1 (Public Services) and ordinance levying and apportioning the special tax therein as set forth in the Council Communication.

In response to Mayor Katzakian, Mr. Sandelin stated that there is no sunset date, but the maximum yearly increase amount is the greater of the Consumer Price Index (CPI) or 5 percent.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that the basic principle is that the CFD makes up the difference in the property tax and the cost of the new dwelling on public services. Mr. Schwabauer added that for the new subdivisions this fee structure will maintain the public services once they are built, taking the pressure off of the general fund.

In response to Council Member Nakanishi, Mr. Sandelin stated that in 2007 the Reynolds Ranch Project was placed in the CFD and this includes the subdivision that will be a part of that project. He stated that new development will be paying more for public services.

Mayor Katzakian opened the public hearing for public comment.

Mark Wilcox stated that people who purchase these homes will be looking at significant increases to their cost of living through their property taxes and questioned whether this was a viable solution. Mr. Hansen stated that property taxes no longer pay for the cost of services. Mr. Schwabauer gave an example of the percentage of property taxes that the City receives for the purpose of paying for City services such as police, fire, parks, streets, library, etc. Mr. Wilcox stated his concern that, after people retire, the rates will continue to increase and they may no longer be able to afford the development cost. Mr. Katzakian expressed his concern with the billing getting out of hand. Mr. Schwabauer stated the CPI index does not have to raise the rate.

City Attorney Magdich stated there have been no written protests received.

There being no further public comments, Mayor Katzakian closed the public hearing.

Council Member Johnson made a motion, second by Council Member Mounce, to adopt Resolution No. 2014-124 calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

Administrative Secretary Kari Chadwick announced the results of the vote: 116 qualified landowners, 116 votes cast, 116 yes votes, and zero no votes.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-125 declaring the results of the special election held on Wednesday, July 16, 2014, and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinance No 1894 levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

H. Communications - None

I. Regular Calendar

I-1 Introduce Ordinance Repealing and Re-Enacting Lodi Municipal Code Title 6 - Animals - in Its Entirety; and Adopt Resolution Repealing Resolution No. 2006-129 Relating to Animal Shelter Res. Fees and Approving Animal Shelter Fee Schedule (PD)

Lodi Animal Control Officer Jennifer Bender provided a brief PowerPoint Presentation of the proposed changes to the ordinance and resolution as set forth in the Council Communication.

In response to Mayor Pro Tempore Hansen, Officer Bender stated that the day of impound is not counted nor are any of the Shelter's non-business days to give owners a chance to retrieve their lost animals.

In response to Council Member Mounce, Officer Bender stated that the breeding portion is currently not regulated, but with this change it will be limited.

In response to Mayor Pro Tempore Hansen, Officer Bender confirmed that this is clean-up language and is not meant to target vicious dogs. It is meant to put added enforcement in the new language. City Attorney Magdich stated that the penalty for vicious dogs is increasing to a misdemeanor.

In response to Mayor Katzakian, Ms. Magdich stated that for the last five years there has been a data base maintained by surrounding jurisdictions for the purpose of tracking vicious dogs in case they relocate to another jurisdiction, which Officer Bender confirmed to be correct.

In response to Council Member Mounce, Officer Bender stated that the rabies issue on feral cats is not addressed in this ordinance. There is an at-large ordinance for both cats and dogs that covers the vaccination.

In response to Council Member Nakanishi, Officer Bender stated that the penalty for not licensing a cat or dog is a \$50 charge.

Council Member Johnson made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1895 repealing and reenacting Lodi Municipal Code Title 6 - Animals - in its entirety.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None  
Absent: None

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-126 repealing Resolution No. 2006-129 relating to animal shelter fees and approving animal shelter fee schedule.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None  
Absent: None

I-2 Consider Disbanding the Lodi Animal Commission (PD)

This item was pulled from the agenda by staff.

I-3 Adopt Resolution Declaring an Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 and Authorizing City Manager to Order Required Actions and Execute the Necessary Contracts to Replace the Roofs of the Digesters and Appurtenant Equipment and Appropriating Funds (\$3,100,000) (PW)

Public Works Director Wally Sandelin gave a brief overview of the proposed resolution regarding the emergency condition at White Slough Water Pollution Control Facility as set forth in the Council Communication.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin confirmed that there are two operating digesters and a third one functioning poorly, and the plant needs three to operate. He stated that Digester No. 4 is new, No. 3 was constructed in 1989, and the damage did not happen overnight. The hydrogen sulphite gas turns into sulfuric acid and eats away at the steel if it is not kept properly coated. The life expectancy to correct these two is 40 years based on the current estimate, and the funding is available in the wastewater fund. It will push other projects back a bit, but will not cause a rate impact.

In response to Council Member Mounce, Mr. Sandelin stated a maintenance checklist was already in place, which was how this was found. Karen Honer, Wastewater Plant Superintendent, started the process of cleaning the oldest digesters and working forward.

In response to Mayor Katzakian, Mr. Sandelin stated that the \$3.1 million is the engineer's estimate and staff hopes the actual cost will be less. The plan for the future will be to possibly hire a construction management firm such as West Yost because of its vast knowledge of the facility.

In response to Council Member Nakanishi, Mr. Sandelin stated that staff will bring back to Council the cost estimate for building a new digester versus fixing this one.

In response to Council Member Johnson, Mr. Sandelin stated that the inspection done by Neil Anderson focused strictly on the concrete structure and not the steel cover. Mr. Johnson would like to see what the re-prioritizing of the projects looks like and questioned why the reserve for capital projects is not being used. Mr. Schwabauer stated that within the Capital Reserve account there is not a separate catastrophic reserve category. Mr. Sandelin stated that the account is made up of 25 percent operating reserve and the rest is a fund balance for capital projects. The two projects that will be displaced are the addition of a micro turban and upgrades or replacement of the solids handling facility.

In response to Council Member Johnson, Mr. Sandelin stated that the real numbers are based on repairing instead of completely replacing. There will be upgrades made to the tank and improvements to the lid. Council Member Johnson requested a tour of the site. Mr. Sandelin arranged the tour for Monday, July 21.

In response to Council Member Nakanishi, Mr. Sandelin stated that the cost difference between a completely new digester and repairing the existing one can be better answered once all of the information has been gathered.

In response to Council Member Mounce, Mr. Sandelin stated that a status update will be brought back to the Council at each regular meeting.

Council Member Johnson made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2014-127 declaring an emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 and authorizing the City Manager to order required actions and execute the necessary contracts to replace the roofs of the digesters and appurtenant equipment and appropriating funds in the amount of \$3,100,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

I-4 Adopt Resolution Approving Revisions to the Job Description, Salary Range, and Reclassification for the Position of Chief Water Plant Operator to Water Plant Superintendent, Retroactive to March 3, 2014 (CM)

Human Resources Manager Adele Post gave a brief overview of the revisions to the job description, salary range, and reclassification of the position of Chief Water Plant Operator to Water Plant Superintendent, retroactive to March 3, 2014, as set forth in the Council Communication.

In response to Mayor Katzakian, Ms. Post stated that the retroactive date reflects the original date the request came to the Human Resources office.

Mark Wilcox questioned what the salary would be, to which Ms. Post responded with the salary range as set forth in the staff report.

Council Member Johnson made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-128 approving revisions to the job description, salary range, and reclassification for the position of Chief Water Plant Operator to Water Plant Superintendent, retroactive to March 3, 2014.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

I-5 Adopt Resolution Approving Revisions to the Job Title, Description, and Salary Range of

the Building Services Coordinator Position and Reclassify One Employee to Building Services Supervisor, Retroactive to October 28, 2013 (CM)

Human Resources Manager Adele Post gave a brief overview of the revisions to the job title, description, and salary range of the Building Services Coordinator position and reclassification of one employee to Building Services Supervisor, retroactive to October 28, 2013, as set forth in the Council Communication.

In response to City Manager Schwabauer, Human Resources Manager Adele Post stated the proposed salary range as set forth in the staff report.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-129 approving revisions to the job title, description, and salary range of the Building Services Coordinator position and reclassifying one employee to Building Services Supervisor, retroactive to October 28, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

I-6 Adopt Resolution Appointing Jennifer Robison to the Position of City Clerk, Approving the Related Employment Agreement, and Rescinding Resolution No. 2014-101

City Attorney Magdich gave a brief overview of the appointment of Jennifer M. Robison to the position of City Clerk and the related employment agreement as set forth in the Council Communication.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-130 appointing Jennifer Robison to the position of City Clerk, approving the related employment agreement, and rescinding Resolution No. 2014-101.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business, the meeting was adjourned at 9:35 p.m., in memory of Hank Wright, former Woodbridge Fire Chief, who passed away on June 21, 2014.

ATTEST:

Kari Chadwick  
Administrative Secretary

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 22, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 22, 2014, commencing at 7:40 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Robison

B. Topic(s)

B-1 Union Pacific Railroad Operation Lifesaver Rail Safety Presentation (PW)

Israel Maldonado with Union Pacific (UP) Railroad and representing Operation Lifesaver provided a PowerPoint presentation regarding rail safety, stating that the volunteer group provides presentations to raise awareness and proactive information regarding rail safety. Specific topics of discussion included education, engineering, and enforcement; crossing and trespassing statistics; train stopping distance; speed perception and weight ratio of trains; passive crossings; emergency notification system; distractions and unsafe activities around tracks; pedestrian crossings; and passenger trains.

In response to Mayor Pro Tempore Hansen, Mr. Maldonado stated that the emergency notification system is a mounted or painted sign at both passive and controlled crossings that provide a phone number and crossing location for reporting vehicles on tracks. Advanced warnings provide conductors time to stop approaching trains to prevent accidents. Mayor Pro Tempore Hansen suggested the newspaper print a picture of the emergency notification sign to inform the public of this system.

In response to Mayor Pro Tempore Hansen, Terry Morris with UP Railroad and Operation Lifesaver stated that UP receives calls weekly on broken crossings and gates and the policy is to immediately replace or repair within 24 hours.

In response to Mayor Pro Tempore Hansen, Mr. Maldonado stated that UP has improved its infrastructure and technology at crossings to avoid keeping crossing arms down too long before and after approaching trains. Engineers and conductors do not have the ability to override and operate the gates, but the signalmen can operate the gates manually as long as they have the computer necessary to do so.

Council Member Johnson pointed out that the long wait times at gates seem to occur during maintenance when the crews are working on the lines versus with passing trains. Further, Mr. Johnson suggested this presentation be given at a televised meeting to educate more people on this matter.

In response to Mayor Katzakian, Manpreet Kaur with UP and Operation Lifesaver stated that it does police the railroad tracks and cite people who trespass or drive around activated crossing arms.

Council Member Mounce questioned the status of the vandalized UP container on Elm Street, to

which Mr. Morris responded UP is currently working to correct the situation.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:12 a.m.

ATTEST:

Jennifer M. Robison  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 22, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of July 22, 2014, was called to order by Mayor Katzakian at 7:06 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Robison

B. Regular Calendar

B-1 Provide Direction to Staff Regarding Level of Support for Amgen Tour of California Bid

City Manager Schwabauer provided a PowerPoint presentation regarding the request for City support for the Amgen Tour of California. Specific topics of discussion included information regarding the 2015 Amgen Tour, visibility for Lodi, key community leaders bringing this bid forward, request for City contribution, community contributions, potential stage finish at Hutchins Street Square, and the next steps.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated this event typically draws thousands of people to a community, many of whom are from the Silicon Valley. The race would potentially travel from the Delta to Lower Sacramento Road, then toward Elm Street, and ultimately finish at Hutchins Street Square for approximately a three-mile route within town; it is eight days total with one day in Lodi; the race time would most likely be ten minutes; and total road closure would last approximately one hour.

In response to Mayor Katzakian, Mr. Schwabauer stated most cities that bid for this tour continue to bid year after year.

In response to Council Member Johnson, Mr. Schwabauer stated that the race is expected to begin in Davis before coming through the Delta to Lodi; the total cost for the race is \$100,000 to \$120,000 and would cover food and hotel costs; the tourism groups, Chamber of Commerce, and wineries are raising funds to cover costs; and the requested City contribution would pay for Police overtime associated with the event.

In response to Council Member Nakanishi, Mr. Schwabauer stated the committee bidding this project, not the City, would be the responsible party.

In response to Council Member Johnson, Mr. Schwabauer stated that, despite the fast-approaching deadline, this would be an opportune time to bid on the tour as Lodi is likely to be selected this year.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated that approximately 180 people participate in a professional race such as this; riders would most likely be minutes apart in a sprint finish; and Lodi hotels would host race officials, organizers, and hospitality groups with the racers transferred to another city as there are not enough Lodi hotels to accommodate all of the participants in the race.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated there would be minimal lost revenue of Hutchins Street Square rentals and the City contribution would cover overtime for the Police to assist with blocking and monitoring streets.

In response to Council Member Johnson, Mr. Schwabauer stated staff has estimated Police overtime would cost \$25,000 to \$30,000 based on figures from past events, as well as inquiries with other cities. This expense could be absorbed by the savings from the vacant Economic Development Coordinator position.

Council Member Mounce suggested that the community be well-informed about the event and the road closures, particularly because some of the closed roads will be high travel areas.

Council Member Johnson stated he supported this effort as it does fall into the economic development arena despite the fact that these funds cover a three-hour event instead of a full-time Economic Development Coordinator position.

David Phillips, Michael-David Winery and sponsor of Cyclefest, confirmed the group has financial commitments to date of \$50,000 without doing an organized fundraising effort and he felt the committee would be successful in raising the full cost. He added that he hoped the roads would remain closed longer than one hour to provide time for additional race-related activities. He estimated the economic benefit to Lodi to be in the high six figures and stated he anticipates including food and beverage booths at the finish line, which may require assistance from the City with electricity.

Nancy Beckman stated she would provide Council with figures on the potential economic impact this event could have on the community, as well as what other cities have spent when hosting this tour. She requested Council support of the event in order to include that statement in the bid package. She felt confident the money would be raised and that there would be community support for this event. Further, Ms. Beckman estimated 300 volunteers would be needed.

Pat Patrick with the Lodi District Chamber of Commerce reminded Council this was only a proposal and not a commitment of funds at this time. Other cities are vying for this opportunity, and the organizers have requested certain demands be clearly demonstrated in the bid package. Lodi is fortunate to have such generous community support and this tour will do more for Lodi in advertising because it will receive national and international attention.

In response to Council Member Nakanishi, Mr. Patrick stated the event would most likely take place during the second week of May 2015. Ms. Beckman added that the event starts on a Monday and Lodi would presumably be the second or third day of the event.

There was general concurrence of Council in support of the 2015 Amgen Tour of California.

Myrna Wetzel pointed out that the tour would tie in well with the Lodi Street Faire that weekend.

C. Adjournment

There being no further business, the meeting was adjourned at 7:40 a.m.

ATTEST:

Jennifer M. Robison  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 29, 2014**

A. Roll call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 29, 2014, commencing at 7:00 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Robison

B. Topic(s)

B-1 Receive Update on Potential Park Use Permit Ordinance (PRCS)

Parks, Recreation, and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding the potential park use permit ordinance. Specific topics of discussion included park use permit goals; two-fold approach; efforts made to date; commercial use; annual park use permit fees for commercial; non-commercial large groups; rates, fee discounts, and waivers; Lodi Municipal Code revisions; and next steps. The Recreation Commission has held public meetings on this issue and is looking for Council feedback prior to bringing this matter forward for approval.

In response to Council Member Mounce, Mr. Hood stated that the response from the public and businesses has primarily been positive, there is an understanding that something needs to be done to address commercial use of public parks for private gain, and there appears to be a willingness to work with the City.

In response to Council Member Mounce, Mr. Hood stated that the category of non-commercial large groups would include churches who feed the homeless in public parks.

In response to Council Member Johnson, Mr. Hood stated that only one vendor of inflatable bounce houses has been approved to operate in parks based on the insurance requirements and it is a constant struggle regulating the use of these attractions to encourage people to make the required reservation and provide insurance.

In response to Mayor Pro Tempore Hansen, Mr. Hood explained that the use permit would pertain to businesses and commercial groups that provide organized, fee-based programs in public parks and it would not pertain to a small set of citizens who exercise in the park on their own as a group. Mr. Hansen questioned where the threshold was between citizens wanting to use the park versus those wanting to use it for a profit, to which Mr. Hood responded that staff is equating this to encroachments on public rights of way, which require a permit and fee for using or blocking a public street, sidewalk, or plaza. Staff and the Recreation Commission are looking to handle this issue in a manner common to other cities and to address the issue of liability should someone be injured while participating in one of these classes.

In response to Council Member Johnson, Mr. Hood stated the Commission is still reviewing non-commercial groups to determine what an appropriate number would be for an organized group. A group of 4 or 5 exercisers in a park would not be an issue, but 40 to 50 people would be entirely different.

In response to Council Member Nakanishi, Mr. Hood stated that the example shown in the slide presentation was a fee-based exercise class for mothers and babies in strollers who tie up the tennis courts for this class. Mr. Hood reiterated that a small group of exercisers in the park is not the issue; it is the business that holds class at a park for a fee, does not pay to utilize the facility, and ties up courts and playground equipment for their class.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated that someone wishing to hold a soccer tournament with multiple teams would be required to rent a field and would not fall under this use permit.

In response to Council Member Nakanishi, Mr. Hood stated that Lodi Unified School District charges a fee to rent its school fields for games.

Council Member Mounce expressed concern regarding the insurance requirement, stating most people would not be able to afford the high insurance coverage limits required by the City. City Attorney Magdich stated that Hutchins Street Square has a program for an insurance pool at a reduced rate and she believed a similar program could be created for the park use permits that could be fairly low cost.

In response to Council Member Johnson, Mr. Hood stated that the Commission would address the matter of photographers utilizing public parks and facilities and suggested a single use permit may address the issue.

In response to Mayor Katzakian, Mr. Hood stated Lodi Lake charges a boat launch fee for motorized vessels, but not for non-motorized vessels. In further response, Mr. Hood stated that the Commission prefers to keep the use permit process simple and there is no mechanism to deal with regular usage, but that can be fine tuned at a later date.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated the fee would be for the calendar year. Mr. Hansen suggested there be a pro-rated fee should someone take out a permit mid-year.

In response to Council Member Johnson, Mr. Hood stated that the Lodi Lake concessionaire is only interested in rentals and does not wish to provide lessons or give tours.

Council Member Nakanishi shared with the Recreation Commissioners and staff present that he has received complaints from citizens regarding the cleanliness of Lodi Lake Park, the congestion problem at the lake, enforcement of dogs at parks, the poor state of beaches, and watering of park lawns during drought conditions. He further questioned if there were volunteer opportunities to assist with park clean up, to which City Manager Schwabauer stated there were groups in place through Park Superintendent Steve Dutra.

In response to Council Member Mounce, Mr. Hood stated that some groups advertise their events on Facebook, Craigslist, the Internet, and mailers, but announcements made at churches are difficult to monitor. Some churches will advertise church in the park on regular weeknights and include a bounce house, amplified music, and food. Ms. Mounce suggested any event that includes amplified music be required to notify area neighbors.

Mr. Hood stated there is a gray area with businesses that indicate they are not charging a fee; however, this would be an extension of their business and a means to attract future business, to which Ms. Mounce suggested defining those groups as tax exempt instead of commercial.

Council Member Johnson suggested the Commission consider a donor rate for groups or organizations that donate time, effort, equipment, or money to a park project and then wish to use a facility for an event.

Council Member Nakanishi suggested the use permit give priority to residents over non-residents.

In response to Council Member Mounce, Mr. Hood stated that Parks maintenance crews routinely have increased upkeep following an event to feed the homeless as remaining food and garbage are left in the park. Ms. Mounce suggested a fee waiver be given only if event organizers clean up the mess after their event. She further expressed concern with the mix of the homeless and families at neighborhood parks, stating that during those events the parks can have over 250 people on site, and suggested the churches hold these events on church property.

A discussion followed amongst the City Council, Mr. Hood, Ms. Magdich, and Mr. Schwabauer regarding the homeless situation in Lodi, parks becoming homeless encampments, church outreach, the suggestion that Salvation Army is the better location for homeless outreach, citing for loitering in parks after hours, homeless campfires and encampments along the river, clean up after a large event to feed the homeless and the suggestion of a deposit, and the difficulty in citing the homeless for illegal activities. Council Member Johnson suggested a Shirtsleeve Session with local pastors and organizations to discuss the homeless situation in Lodi.

Jeffrey Palmquist, Chair of the Recreation Commission, stated the Commission would incorporate Council's comments and feedback at its August 5 meeting. He thanked staff for its efforts and research on this matter and stated there has been a great amount of public input to date.

Larry Long, Recreation Commissioner, also thanked staff for its hard work on this issue and he was confident a solution would be reached to address the issues brought forward, which will continue to keep Lodi's parks and facilities in good condition and available to the public.

David Akin, Recreation Commissioner, was pleased to see this issue being addressed and expressed support for Mr. Johnson's earlier suggestion of a donor rate, which would also be discussed by the Commission at its August 5 meeting. He expressed support for a continued discussion regarding the homeless situation in Lodi.

Myrna Wetzel stated that with changing attitudes the public needs reminding to clean up after itself and added that the poor will always be part of a community.

C. Comments by public on non-agenda items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:19 a.m.

ATTEST:

Jennifer M. Robison  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Report of Sale of Surplus Equipment  
**MEETING DATE:** August 6, 2014  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Report of sale of surplus equipment.

**BACKGROUND INFORMATION:** The Public Works Fleet Services Division oversees the removal of vehicles and equipment from the City's fleet, provides quarterly reporting of surplus vehicles/equipment sales to the City Council, and coordinates the disposal process and paperwork once the City Manager and the Deputy City Manager authorize the dispositions.

During the second calendar quarter of 2014, the City sold the following surplus vehicles/equipment to the City of Marysville. The City received the following amount from the sale:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage/Hours</u>	<u>Sales Revenue</u>
2007 Ford Crown Vic (128265)	Police	112,824	\$700
2007 Ford Crown Vic (139567)	Police	112,469	\$700
2008 Ford Crown Vic (148820)	Police	127,905	\$700
2007 Ford Crown Vic (148821)	Police	129,895	\$700
2007 Ford Windstar Van (85508)	Police	102,386	\$700

Revenues received from the sale of vehicles are credited to the General Fund Equipment Replacement or the appropriate Enterprise Capital fund, according to the previous assignment of the vehicle sold.

**FISCAL IMPACT:** Revenues received from the sale of vehicle are credited as follows and are used to help fund the replacement of these vehicles.

General Fund Equipment Replacement (1201): \$3,500

**FUNDING AVAILABLE:** None required.

\_\_\_\_\_  
 F. Wally Sandelin  
 Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor  
 cc: Jordan Ayers, Deputy City Manager/Internal Services Director  
 Mike Kermgard, Police Fleet Coordinator  
 Kirk Evans, Risk Manager  
 Susan Bjork, Supervising Budget Analyst

**APPROVED:** \_\_\_\_\_  
 Stephen Schwabauer, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Accept the quarterly investment report as required by the City of Lodi Investment Policy.

**BACKGROUND INFORMATION:** Government Code Section 53646 has been amended to no longer mandate this report on investments to the legislative body of the local agency. Nevertheless, it is encouraged, and the report is attached for City Council review.

The total of all invested funds as of the quarter June 30, 2014 is \$80,839,654.37.  
The average annualized return on all invested funds over the quarter is 0.55%.

The total earnings on all invested funds for FY 2013-14 is \$523,429.24.  
The average annualized return on all invested funds for FY 2013-14 is 0.61%.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

---

Jordan Ayers  
Treasurer

Attachment

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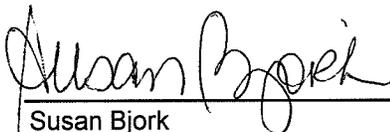
**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager



**CITY OF LODI  
INTERNAL SERVICES DEPARTMENT  
BUDGET DIVISION**

**June 30, 2014 Investment Statement**

<b>Investment:</b>	<b>Earnings for Qtr Ending 6/30/14:</b>	<b>Ending Balance:</b>
<b>Local Agency Investment Funds*</b>		
39.7 % of portfolio	0.23% interest earnings	32,114,518.18
	<b>Subtotal LAIF</b>	<b>32,114,518.18</b>
<b>CalTRUST Investment Trust of California</b>		
48.8% of portfolio		
Short-Term Account	0.44% interest earnings	8,067,435.05
Medium-Term Account	1% interest earnings	31,367,370.44
	<b>Subtotal CalTRUST</b>	<b>39,434,805.49</b>
<b>Certificates of Deposit</b>		
0.6% of portfolio		
Bank of Ag. & Comm (matures 3/8/15)	0.25% interest earnings	250,000.00
Central Valley Comm (matures 6/18/15)	0.25% interest earnings	250,000.00
	<b>Subtotal CDs</b>	<b>500,000.00</b>
<b>Passbook/Checking Accounts</b>		
10.9% of portfolio		
Farmers & Merchants **	demand acct	2,039,342.05
Farmers & Merchants - Money Market	0.35% interest earnings	3,162,882.92
Farmers & Merchants - Payroll	demand acct	38,010.90
Farmers & Merchants - Central Plume	demand acct	5,875.90
Farmers & Merchants - CP Money Market	0.35% interest earnings	3,544,218.93
	<b>Subtotal P/C Accts</b>	<b>8,790,330.70</b>
	<b>TOTAL</b>	<b>80,839,654.37</b>

  
 \_\_\_\_\_  
 Susan Bjork  
 Supervising Budget Analyst

7/31/14  
 \_\_\_\_\_  
 Date

\* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if the transaction is initiated before 10:00 a.m.

\*\* This account carries a compensating balance required to obtain an earnings credit to offset service charges.



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids to Procure Underground Electric Utility Cable

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids to procure underground electric utility cable.

**BACKGROUND INFORMATION:** The cable is needed to replenish inventory.

Development and maintenance activities have consumed significant amounts of underground cable. Therefore, staff is recommending the purchase of cable as listed in the table below.

Material Type	Part Number	Recommended Purchase Quantity
1100 kcmil EPR Concentric Cable	124.2590	10,000 FT
1/0 EPR Concentric Cable	124.2510	10,000 FT
4/0 EPR Concentric Cable	124.2520	20,000 FT
350 MCM AA UG 600V Triplex Cable	124.0962	10,000 FT

The specifications are on file at the Electric Utility, 1331 South Ham Lane. The planned bid opening date is Tuesday August 19, 2014.

**FISCAL IMPACT:** The total cost of the cable is estimated to be \$ 179,900.

**FUNDING:** Included in FY2014/15 Account No. 160.1496.

\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Jules Marchesseault, Engineering and Operations Manager  
EAK/JM/HS/lst

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Purchase of 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, of Sacramento (\$397,066.32)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Work Director

---

**RECOMMENDED ACTION:** Adopt resolution authorizing purchase of 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, of Sacramento, in the amount of \$397,066.32.

**BACKGROUND INFORMATION:** Unit No. 04-038, a 1998 Vac-Con Combination Sewer and Drain Cleaner (Exhibit A), has exceeded the life expectancy for this type of equipment. Total repair costs for Unit No. 04-038 are \$263,537.01, and the equipment is outdated. The vehicle has become unreliable, spending the majority of the time in the shop.

Staff recommends replacing Unit No. 04-038 with a 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, utilizing Governmental National Joint Powers Alliance Contract No. 022014-AMI.

Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

**FISCAL IMPACT:** The budget expense will assist the Municipal Utility Services Division in its continuing efforts to maintain the City of Lodi's infrastructure.

**FUNDING AVAILABLE:** Wastewater Capital Equipment Fund (1711201): \$397,066.32

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Lance Roberts, Utility Superintendent – Public Works  
FWS/LR/pmf  
Attachment

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager



RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE PURCHASE OF A 2014 VAC-CON  
COMBINATION SEWER AND STORM DRAIN CLEANER  
FROM MUNICIPAL MAINTENANCE EQUIPMENT,  
UTILIZING GOVERNMENTAL NATIONAL JOINT  
POWERS ALLIANCE CONTRACT NO. 022014-AMI

=====

WHEREAS, Unit No. 04-038, a 1998 Vac-Con Combination Sewer and Drain Cleaner, has exceeded the life expectancy for this type of equipment; and

WHEREAS, staff recommends replacing Unit No. 04-038 with a 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, utilizing Governmental National Joint Powers Alliance Contract No. 022014-AMI; and

WHEREAS, per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of a 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, of Sacramento, California, in the amount of \$397,066.32, utilizing Governmental National Joint Power Alliance Contract No. 022014-AMI.

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving Purchase of Bucket Truck from Altec Industries Inc., of Dixon (\$141,463.27)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution approving the purchase of a bucket truck from Altec Industries, Inc. of Dixon in an amount not to exceed \$141,463.27.

**BACKGROUND INFORMATION:** The Electric Utility (EU) currently uses a 1997 model year truck that has been utilized as a service vehicle for repair, maintenance and construction activities of various critical City systems such as, substations, fiber optic and fixed network assets. The vehicle is used to haul material and test equipment, as well as personnel, to and from job sites and has been in-service for 18 years.

In accordance with the City's Fleet Policy this vehicle is on the annual review list. The estimated cost to repair the vehicle exceeds its value, therefore staff recommends replacement.

Staff recommends the purchase be made under the California Multiple Award Schedule (CMAS). Per Lodi Municipal Code §3.20.045 as well as Fleet Policies and Procedures, the bidding process may be waived when it is advantageous for the City to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends the purchase of the Altec Bucket Truck using CMAS Contract Number 4-02-23-0013A, as specified in attached Exhibit A.

CMAS Price	Estimated Tax	Grand Total
\$130,682	\$10,781.27	\$141,463.27

**FISCAL IMPACT:** Procurement cost is estimated at \$141,463.27.

**FUNDING AVAILABLE:** Included in FY 2014/2015 Account No. 1611201.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Charles J. Berry, Electric Utility Superintendent  
EAK/CJB/lst

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE PURCHASE OF BUCKET TRUCK  
FROM ALTEC INDUSTRIES, INC. OF DIXON

WHEREAS, the Electric Utility (EU) currently uses a 1997 model year truck that has been utilized as a service vehicle for repair, maintenance and construction activities of various critical City systems such as, substations, fiber optic and fixed network assets; and

WHEREAS, the vehicle is used to haul material and test equipment, as well as personnel, to and from job sites and has been in-service for 18 years; and

WHEREAS, in accordance with the City's Fleet Policy this vehicle is on the annual review list, and the estimated cost to repair the vehicle exceeds its value, therefore staff recommends replacement; and

WHEREAS, staff recommends the purchase of a 2015 Ford F550 4x2 Regular cab truck with an Altec aerial device with material handling, be made under the California Multiple Award Schedule (CMAS); and

WHEREAS, per Lodi Municipal Code §3.20.045 as well as Fleet Policies and Procedures, the bidding process may be waived when it is advantageous for the City to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends the purchase of the Altec Bucket Truck using CMAS Contract Number 4-02-23-0013A, as specified in attached Exhibit A.

CMAS Price	Estimated Tax	Grand Total
\$130,682	\$10,781.27	\$141,463.27

WHEREAS, procurement cost is estimated at \$141,463.27, and available funding is included in FY 2014/2015 Account No. 1611201.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of a 2015 Ford F550 4x2 Regular cab truck with an Altec aerial device with material handling from Altec Industries of Dixon in an amount not to exceed \$141,463.27.

Dated: August 6, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Turner Road Overlay, Loma Drive to Pleasant Avenue, to George Reed, Inc., of Modesto (\$664,081)  
**MEETING DATE:** August 6, 2014  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Turner Road Overlay, Loma Drive to Pleasant Avenue, to George Reed, Inc., of Modesto, in the amount of \$664,081.

**BACKGROUND INFORMATION:** This project consists of installing asphalt concrete overlay on Turner Road from Loma Drive to Pleasant Avenue (approximately 1.4 miles). The work also includes performing pavement repairs, installing storm drain catch basins and storm drain laterals, and installing wheelchair ramps at various locations within the project limit.

Plans and specifications for this project were approved on June 18, 2014. The City received the following six bids for this project on July 16, 2014. George Reed, Inc., has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Bid
Engineer's Estimate		\$ 648,528.00
George Reed, Inc.	Modesto	\$ 664,081.00
Robert Burns Construction	Stockton	\$ 668,981.50
Knife River Construction	Stockton	\$ 681,415.20
A. Teichert & Son, Inc.	Stockton	\$ 715,358.00
Granite Construction	Sacramento	\$ 724,261.45
Chester Boss Construction	Valley Springs	\$ 921,836.00

**FISCAL IMPACT:** There will be a decrease in pavement maintenance costs on this section of Turner Road following the overlay.

**FUNDING AVAILABLE:** Gas Tax (322802) - \$424,000  
TDA (329802) - \$300,000

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Dorothy Kam, Assistant Engineer  
FWS/DK/pmf  
cc: City Engineer/Deputy Public Works Director

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

**TURNER ROAD SURFACE IMPROVEMENTS  
Loma Drive to Pleasant Avenue**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GEORGE REED, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of installing 2,154 tons of asphalt concrete overlay with pavement fabric and 527 tons of fiberized micro surfacing, performing 3,282 square feet of pavement repair, reconstructing 3,737 square feet of concrete sidewalk and ramps, and other incidental and related work, all as shown on the plans and specifications for "Turner Road Surface Improvements, Loma Drive to Pleasant Avenue".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 84,920.00	\$84,920.00
2.	Construction Notification	LS	1	\$ 6,700.00	\$ 6,700.00
3.	Water Pollution Control	LS	1	\$ 5,000.00	\$ 5,000.00
4.	Clearing & Grubbing	LS	1	\$ 20,150.00	\$20,150.00
5.	Miscellaneous Concrete Subgrade Compaction	SF	6,320	\$ 1.00	\$ 6,320.00
6.	Pavement Repair	SF	3,282	\$ 9.00	\$29,538.00
7.	Pavement Reinforcing Fabric	SY	11,720	\$ 1.50	\$17,580.00
8.	Asphalt Concrete	TON	2,154	\$ 77.00	\$165,858.00
9.	Fiberized Micro Surfacing, Type II	TON	172	\$ 310.50	\$53,406.00
10.	Fiberized Micro Surfacing, Type III	TON	355	\$ 154.00	\$54,670.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Pavement Grinding (6 feet)	LF	4,000	\$ 2.00	\$ 8,000.00
12.	Pavement Grinding (12 feet)	LF	620	\$ 6.00	\$ 3,720.00
13.	12" Storm Drain Pipe	LF	134	\$ 100.00	\$13,400.00
14.	Install Fire Hydrant, Lateral and Valve	LS	1	\$ 10,500.00	\$10,500.00
15.	Side Inlet Catch Basin	EA	2	\$ 2,400.00	\$ 4,800.00
16.	Adjust Existing Storm Drain Manhole Frame and Cover to Grade	EA	9	\$ 475.00	\$ 4,275.00
17.	Adjust Existing Wastewater Manhole Frame and Cover to Grade	EA	9	\$ 475.00	\$ 4,275.00
18.	Adjust Existing Water Valve Frame and Cover to Grade	EA	34	\$ 475.00	\$16,150.00
19.	Furnish Water Valve Frame and Cover	EA	29	\$ 135.00	\$ 3,915.00
20.	Sidewalk, Curb Ramp or Residential Driveway Concrete	SF	3,737	\$ 8.00	\$29,896.00
21.	Truncated Dome Panels	SF	192	\$ 30.00	\$ 5,760.00
22.	Commercial Driveway	EA	539	\$ 11.00	\$ 5,929.00
23.	Concrete Curb & Gutter, Vertical Type	LF	446	\$ 37.00	\$16,502.00
24.	Concrete Curb & Gutter, Driveway Type	LF	371	\$ 27.00	\$10,017.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
25.	Traffic Signal Modifications	LS	1	\$ 40,000.00	\$40,000.00
26.	Roadside Signs	LS	1	\$ 9,600.00	\$ 9,600.00
27.	Traffic Stripes and Pavement Markings	LS	1	\$ 25,000.00	\$25,000.00
28.	Solar Powered LED Blinker Signs and Wireless Push Buttons	LS	1	\$ 8,200.00	\$ 8,200.00
TOTAL					\$664,081.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **50 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen Schwabauer  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Title

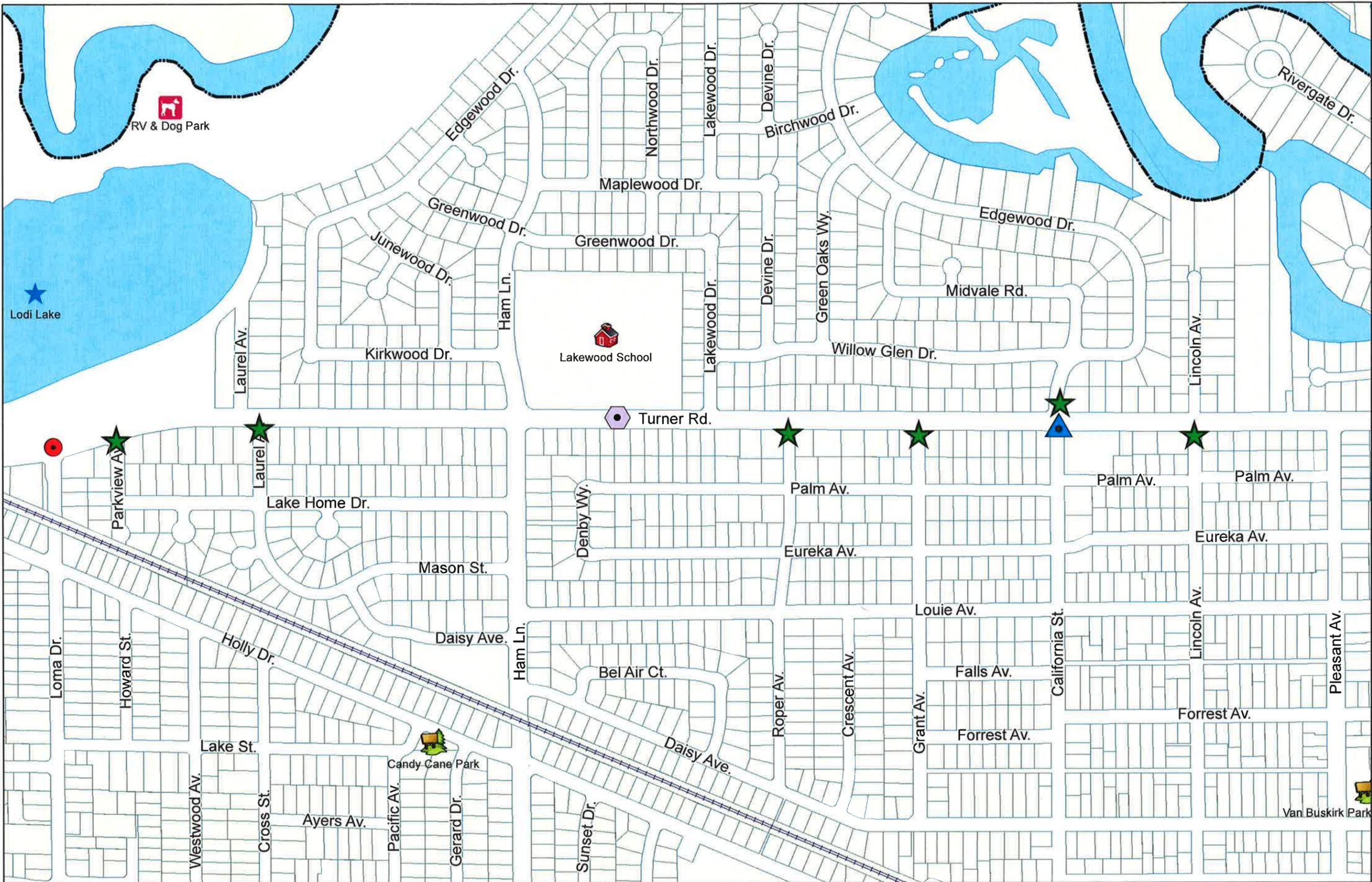
Attest

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
Janice D. Magdich  
City Attorney



**LEGEND**

-  New LED Pedestrian Crossing Signs
-  New Curb Ramps
-  New Storm Drain Catch Basins and Pipe
-  New Fire Hydrant and Storm Drain Pipe



**Turner Road Surface Improvement**  
**Locations of Curb Ramps and Others Improvements**



1 in = 400 ft

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE CONTRACT FOR TURNER ROAD  
OVERLAY, LOMA DRIVE TO PLEASANT AVENUE

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 16, 2014, at 11:00 a.m., for the Turner Road Overlay, Loma Drive to Pleasant Avenue, described in the plans and specifications therefore approved by the City Council on June 18, 2014; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
George Reed, Inc.	\$ 664,081.00
Robert Burns Construction	\$ 668,981.50
Knife River Construction	\$ 681,415.20
A. Teichert & Son, Inc.	\$ 715,358.00
Granite Construction	\$ 724,261.45
Chester Boss Construction	\$ 921,836.00

WHEREAS, staff recommends awarding the contract for the Turner Road Overlay, Loma Drive to Pleasant Avenue, to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$664,081; and

WHEREAS, George Reed, Inc., has signed the required Local Hire forms and will conform to the requirements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Turner Road Overlay, Loma Drive to Pleasant Avenue, to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$664,081; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: August 6, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for 2014 Crack Sealing, Various City Streets, to Graham Contractors, Inc., of San Jose (\$60,416.13) and Appropriating Funds (\$15,000)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for 2014 Crack Sealing, Various City Streets, to Graham Contractors, Inc., of San Jose, in the amount of \$60,416.13, and appropriating funds in the amount of \$15,000.

**BACKGROUND INFORMATION:** This project consists of crack sealing approximately 1,110,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic and important preventive street maintenance practices, but the work can only be performed during the warm summer months. This contract is intended to supplement work performed by Street Division crews to maximize the street area sealed during the summer months.

Plans and specifications for this project were approved on June 18, 2014. The City received the following three bids for this project on July 16, 2014.

Bidder	Location	Bid
Engineer's Estimate		\$ 49,331.12
Graham Contractors, Inc.	San Jose	\$ 60,416.13
Alaniz Construction, Inc.	Fremont	\$ 60,601.43*
Telfer Highway Technologies	McClellan	\$171,776.72

\*Corrected Figure

The requested appropriation amount includes the construction contract, staff costs and contingencies.

**FISCAL IMPACT:** By increasing the crack sealing effort, the useful life of the City streets will be extended.

**FUNDING AVAILABLE:** Budgeted FY 2014/15 Measure K (325028) - \$50,000  
Requested Appropriation: Measure K (325028) - \$15,000

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer  
FWS/SN/pmf  
cc: City Engineer/Deputy Public Works Director

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GRAHAM CONTRACTORS, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing

wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for thoroughly cleaning and sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces, including other incidental and related work as described in the specifications.

See Section 6-07 "Description of Bid Items" and Exhibits A and B for additional information.

**CONTRACT ITEMS**

<b>Bid Item No.</b>	<b>Street Name</b>	<b>Approximate Street Area (SF)</b>	<b>Price per Square Foot</b>	<b>Total Cost Per Street</b>
1	Century Boulevard	367,127	\$ 0.041	\$ 15,052.21
2	Hutchins Street	411,400	\$ 0.072	\$ 29,620.80
3	Kettleman Lane	20,400	\$ 0.185	\$ 3,774.00
4	Lodi Avenue	152,900	\$ 0.049	\$ 7,492.10
5	Woodhaven Lane	144,420	\$ 0.031	\$ 4,477.02

**TOTAL : \$ 60,416.13**

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or

materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title

(CORPORATE SEAL)

CITY OF LODI

By: \_\_\_\_\_

Stephen Schwabauer  
City Manager

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

City Clerk

Approved As To Form

\_\_\_\_\_

Janice D. Magdich  
City Attorney





RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT  
FOR 2014 CRACK SEALING, VARIOUS CITY STREETS, AND  
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 16, 2014, at 11:00 a.m., for the 2014 Crack Sealing, Various City Streets, described in the plans and specifications therefore approved by the City Council on June 18, 2014; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Graham Contractors, Inc.	\$ 60,416.13
Alaniz Construction, Inc.	\$ 60,601.43*
Telfer Highway Technologies	\$ 171,776.72

\*Corrected Figure

WHEREAS, staff recommends awarding the contract for the 2014 Crack Sealing, Various City Streets, to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$60,416.13.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2014 Crack Sealing, Various City Streets, to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$60,416.13; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$15,000 be appropriated for the project from Measure K funds.

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk

2014-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contracts for Fire Station No. 2 Replacement Project to Diede Construction, Inc., of Woodbridge, for Construction (\$4,227,740) and Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$150,000) and Appropriating Funds (\$5,231,400)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contracts for Fire Station No. 2 Replacement Project, to Diede Construction, Inc., of Woodbridge, for construction, in the amount of \$4,227,740, and Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services, in the amount of \$150,000, and appropriating funds in the amount of \$5,231,400.

**BACKGROUND INFORMATION:** The project will replace the existing Fire Station No. 2 with a new 7,900-square-foot facility, complete with two apparatus bays, four sleeping rooms, living areas, equipment storage, exercise room, offices, public lobby and 1,800-square-foot support vehicle storage building. Drawings of the project site, floor plan and elevations are attached for reference as Exhibit A. The project was designed and bid to allow for design/build of the building structural system. Staff is recommending Bid Alternate No. 1 be accepted. Bid Alternate No. 1 would replace all on-site asphalt paving with structural concrete pavement. Concrete pavement will hold up to the weight and turning of the fire vehicles and decrease long-term maintenance costs. The cost of the alternate is \$36,000 and is included in the requested award amount.

The project will also include numerous off-site improvements. The Public Works Department will take advantage of the project timing to perform necessary improvements to area streets and utilities.

Neil O. Anderson and Associates will provide the required construction testing and inspection services for this project.

Plans and specifications for this project were approved on April 2, 2014. The City received the following four bids for this project on June 26, 2014. Diede Construction, Inc., has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Base Bid
Engineer's Estimate		\$3,216,941
Diede Construction, Inc.	Woodbridge	\$4,191,740*
Simile Construction Service, Inc.	Modesto	\$4,359,037*
Bobo Construction, Inc.	Elk Grove	\$4,942,150
Meehleis Modular Buildings, Inc.	Lodi	\$5,100,211

\*Corrected total

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Adopt Resolution Awarding Contracts for Fire Station No. 2 Replacement Project to Diede Construction, Inc., of Woodbridge, for Construction (\$4,227,740) and Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$150,000) and Appropriating Funds (\$5,231,400)  
August 6, 2014  
Page 2

**FISCAL IMPACT:** The new Station will eliminate ongoing maintenance costs at the former Fire Station No. 2 facility.

**FUNDING AVAILABLE:** This project will be funded through a combination of contributions from one-time funds, debt service savings, contributions from the Fire Department Vehicle Replacement fund, contributions from Streets and Water funds for off-site improvements, sale of property and unbudgeted property tax receipts in Fiscal Year 2014/15. Details for each funding source are listed below. An appropriation adjustment form is attached. The difference between the total project funding and the project budget is the remaining rent on the modular facilities at the existing Fire Station No. 2.

<u>Source</u>	<u>Amount</u>
General Fund Capital Outlay (Fund 1211)	\$690,000
Debt Service Savings (Fund 1211)	\$3,388,100
Fire Dept. Vehicle Replacement (Fund 120)	\$125,300
Measure K (Fund 325)	\$189,000
Water Capital Fund (Fund 181)	\$189,000
Sale of Property (Fund 1211)	\$400,000
Property Tax (Fund 100)	<u>\$250,000</u>
Total	\$5,231,400

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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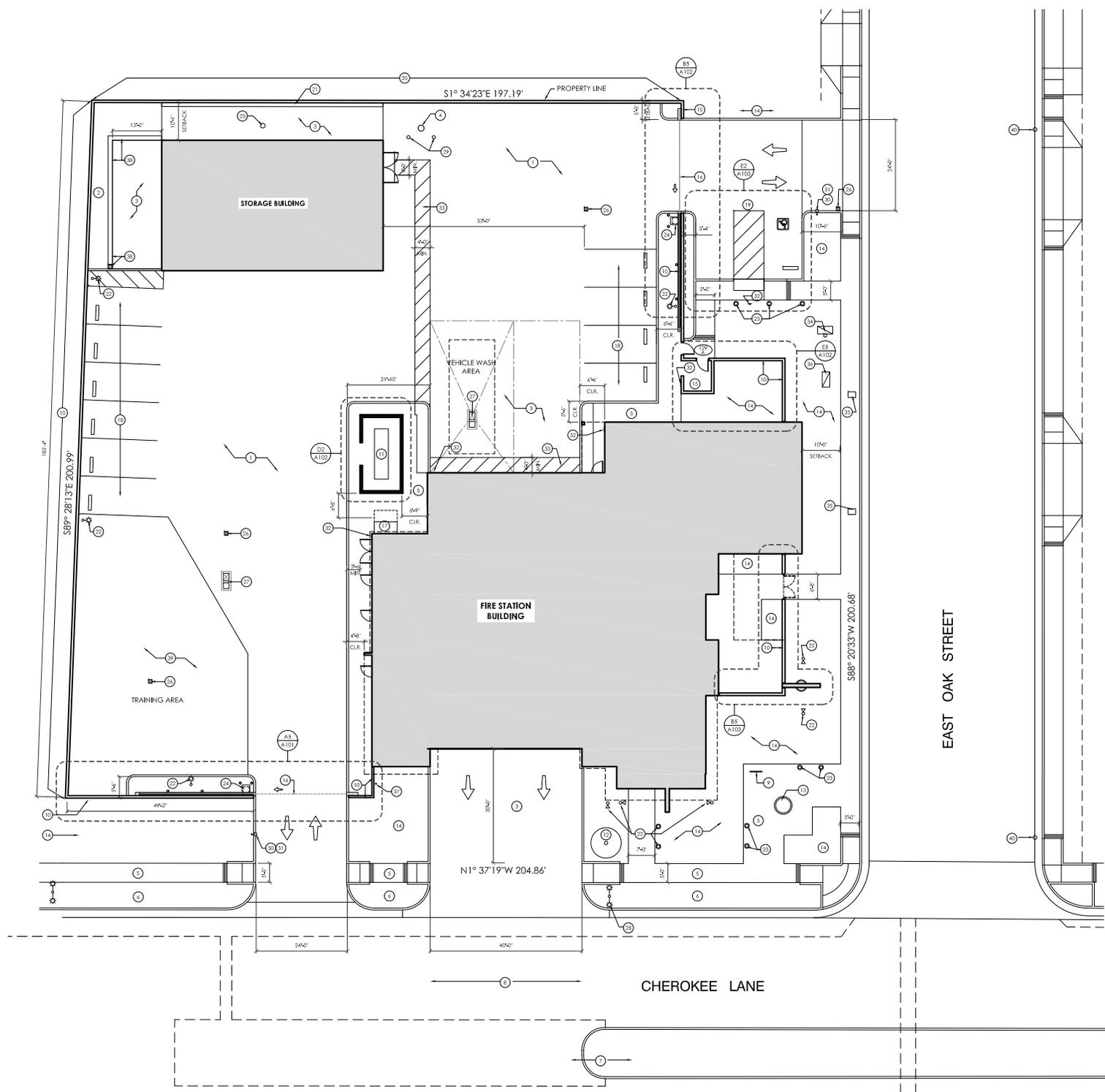
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWS/GW/pmf  
Attachment  
cc: Fire Chief

1. REFER TO CIVIL DRAWINGS FOR DEMOLITION WORK.

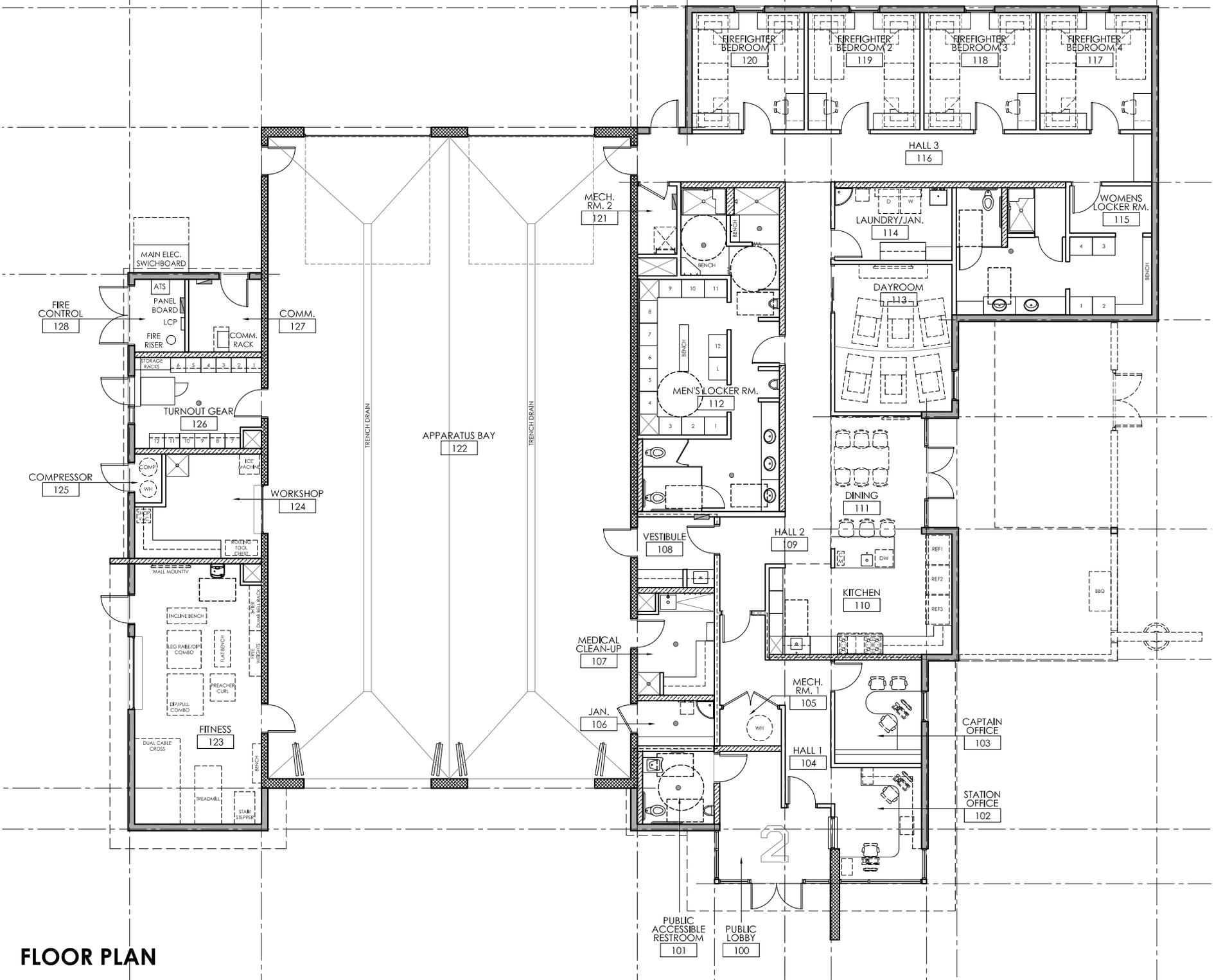
B1 KEY NOTES

1. ASPHALT PAVING
2. GRAVEL
3. CONCRETE PAVING
4. NEW FIRE HYDRANT
5. SIDEWALK CONCRETE PAVING
6. PARKWAY
7. MODIFY MEDIAN. REFER TO CIVIL DRAWINGS
8. "KEEP CLEAR" ZONE STRIPPING. REFER TO CIVIL DRAWINGS
9. NEW BIKE RACK
10. 6" MASONRY SITE WALL w/ BRICK FINISH. REFER TO DETAIL -/A-
11. GENERATOR ENCLOSED IN FIRE RATED WALL
12. FLAGPOLE
13. FEATURE TREE. REFER TO LANDSCAPE DRAWINGS
14. LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS
15. TRASH ENCLOSURE
16. 24" SLIDING GATE
17. MAIN ELECTRICAL UNIT. REFER TO ELECTRICAL E101
18. FD PARKING SPACE (10 TOTAL)
19. VISITOR PARKING SPACE (2 TOTAL w/ ADA VAN)
20. EXISTING MASONRY/WOOD INFILL SITE WALL. REFER TO UPGRADE DETAIL.
21. NEW CURB & GUTTER ALONG FENCE
22. NEW SITE LIGHTING. REFER TO ELECTRICAL E101
23. LIGHTED BOLLARD. REFER TO ELECTRICAL E101
24. MOTORIZED GATE CONTROLLER. REFER TO ELECTRICAL E101
25. EXISTING UTILITY POLE. REFER TO ELECTRICAL E101
26. NEW CATCH BASIN. REFER TO CIVIL C4.0
27. NEW SAND/OIL TRAP. REFER TO CIVIL C4.0
28. RELOCATED STREET LIGHT PER CITY STANDARD. REFER TO CIVIL C4.0
29. FIRED BOLLARD
30. KEY PAD ACCESS CONTROL. REFER TO ELECTRICAL E101
31. KNOX BOX UNIT LOCATION. REFER TO ELECTRICAL E101
32. ACCESSIBLE PATH-OF-TRAVEL DIRECTIONAL SIGNAGE. REF -/A-
33. ACCESSIBLE PATH-OF-TRAVEL
34. FIRE SERVICE BACKFLOW PREVENTOR. REFER TO CIVIL C4.0
35. WATER METER. REFER TO CIVIL C4.0
36. IRRIGATION BACKFLOW PREVENTOR. REFER TO CIVIL C4.0
37. GAS. REFER TO CIVIL C4.0
38. NEW FRENCH & AREA DRAIN. REFER TO CIVIL C4.0
39. DIG PAVING
40. EXISTING POLE TO BE RELOCATED BY THE CITY. REFER TO CIVIL C4.0



**NOTE:**  
REFER TO CIVIL FOR  
ADDITIONAL OFF-SITE  
WORK NOT SHOWN  
ON THIS SHEET





**FLOOR PLAN**



NORTH ELEVATION

"Seattle Red" ACCENT BRICK 1



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

City Of Lodi  
 Fire Station #2 Replacement Project Budget  
 July 15, 2014

Budget Item	Amount
<b>Construction</b>	
Utility Services (PG&E, EUD, AT&T)	\$50,000
Construction Contract (Bid Amount + Alt)	\$4,227,740
Plan Check/Permit Fee (Building Dept.)	\$50,223
Plan Printing Costs (ARC)	\$5,000
Project Management (City Staff)	\$100,000
Copy/Shipping Expenses Estimate	\$2,500
Testing & Inspection (NOA)	\$150,000
<b>Construction Total</b>	<b>\$4,585,463</b>
<b>Equipment Purchase</b>	
Office Furniture (Durst Contract Interiors)	\$20,000
Data/Communications Equipment	
Advantel/Kratos/Delta Wireless	\$100,000
Moving	\$15,000
<b>Equipment Total</b>	<b>\$135,000</b>
<b>Sub Total</b>	<b>\$4,720,463</b>
<b>Project Contingency 10%</b>	<b>\$472,046</b>
<b>Project Total Budget</b>	<b>\$5,192,509</b>

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DIEDE CONSTRUCTION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing

wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Item No.	Description	Unit	Qty	Unit Price	Total Price
A.	Mobilization, bonds, and insurance	LS	NA	\$119,030.00	\$119,030.00
B.	ADA Corner Ramp per Standard Plan 132A	EA	2	\$3,090.00	\$6,180.00
C.	ADA Corner Ramp per Standard Plan 132C	EA	2	\$3,090.00	\$6,180.00
D.	Vertical Curb, Gutter & Sidewalk per Standard Plan 135.	LF	800	\$71.00	\$56,800.00
E.	8" Water Main per Standard Plans.	LF	350	\$66.00	\$23,100.00
F.	Oak St. Paving Section per C2.0, 6" AC over 5" AB	SF	10,350	\$7.00	\$72,450.00
G.	All other work in accordance with the contract documents, with the exception of work included under Items A through F.	LS	NA	\$3,908,000.00	\$3,908,000.00
	Total Base Bid Items A - G				\$4,191,740.00
H.	Provide Site Area "Vehicular Concrete" (Detail 5/C5.0 in All Site Areas Shown on Drawing C2.0 to Receive "Vehicular AC Paving" (Detail 1/C5.0)	LS	NA	\$36,000.00	\$36,000.00
<b>TOTAL CONTRACT AMOUNT</b>					<b>\$4,227,740.00</b>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **450 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$3,000.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Schwabauer, City Manager

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Jennifer M. Robison, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
Janice D. Magdich, City Attorney

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Construction Testing and Inspection Services for the Fire Station No. 2 Replacement Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 6, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2015, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.



the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

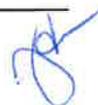
ATTEST:

\_\_\_\_\_  
JENNIFER M. ROBISON  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

NEIL O. ANDERSON & ASSOCIATES

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: Garrett S. H. Hubbart  
Title: C.E.O.

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source:** \_\_\_\_\_  
**(Business Unit & Account No.)**

Fire Station No. 2 Replacement Project  
Neil O. Anderson and Associates  
Scope of Services

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Provide inspectors, testing and inspection as requested by the City and required by codes for the Fire Station No. 2 Replacement Project to assist and report to the Construction Project Manager.

Inspectors shall be approved by the City and are expected to have prior experience in building construction, public works construction, engineering, or a related field. Inspectors shall not be changed except as requested or approved by the City.

Duties Include:

1. Inspect and monitor construction project for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Perform required testing and inspection per the City of Lodi Building Permit.

Knowledge of:

1. Construction materials, methods, equipment and techniques for basic building and public works projects.
2. Basic construction inspection, materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

Ability to:

1. Learn the principles, practices, and techniques of advanced public works inspection.
2. Read and interpret construction documents, including civil, architectural, structural, electrical and mechanical construction plans and specifications.
3. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
4. Interpret City/State laws, rules, and regulations.
5. Maintain records and prepare accurate written reports.
6. Establish and maintain cooperative working relationships with the public, contractors, and city employees.

General:

1. Other project related duties as requested by the City.



July 15, 2014

Proposal No.: PTI140097

- Geotechnical Engineering
  - Site Assessment
  - Subsurface Exploration
  - Foundation Design
  - Soils Analysis
  - Instrumentation & Monitoring
- Testing & Inspection
  - Asphalt Concrete
  - Concrete
  - Masonry
  - Steel
  - Soils & Aggregates
- Certified Laboratories
  - Caltrans
  - USACE
  - DSA
  - AASHTO
  - AMRL/PSP
  - CCRL/PSP
- Environmental Services
  - Hydrogeology
  - Geology
  - Engineering Geology
  - Phase I/II ESA
  - Monitoring
  - Remediation
  - CEQA
  - SWPPP
- Structural Engineering
- Aquatic Engineering
- Renewable Resource Services

Mr. Gary Wiman  
 City of Lodi  
 221 W. Pine Street  
 Lodi, CA 95240

Subject: Proposal for Testing and Observation Services  
 Fire Station #2 Replacement  
 Lodi, CA

Thank you for the opportunity to submit the attached proposal to provide construction observation and testing services for the subject project.

Additional services requested beyond what is outlined in the attached proposal will be billed per our attached standard fee schedule.

Time shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments. Overtime and double time, if any, will be applied per California Labor law.

We can begin services upon receipt of a purchase order. If you have questions, please feel free to contact Larry or Troy at (209) 367-3701 or e-mail [troy.schiess@noanderson.com](mailto:troy.schiess@noanderson.com) or [larry.mathews@noanderson.com](mailto:larry.mathews@noanderson.com).

Sincerely,

Larry Mathews  
 Marketing Director



GEOTECHNICAL  
 ENVIRONMENTAL  
 INSPECTIONS & TESTING  
 LABORATORY SERVICES  
 POOL ENGINEERING  
 POST TENSION DESIGN

**Fire Station #2 Replacement**  
**Proposal Number: PTI140097**  
**July 15, 2014**

Service	Rate
<b>Soils</b>	
Lead Project Inspector (Regular Time - 8hr shift)	\$ 992.00 /Shift
Lead Project Inspector (Overtime)	\$ 160.00 /hour
Lead Project Inspector (Doubletime)	\$ 196.00 /hour
Building/Construction Inspector (Regular Time - 8hr shift)	\$ 954.00 /Shift
Building/Construction Inspector (Overtime)	\$ 153.00 /hour
Building/Construction Inspector (Doubletime)	\$ 186.00 /hour

*\*Overtime and Double time rates will be applied per the California labor*

*\*The above rates are based on the contract approved prior to July 1, 2014, which state mandate indicates an increase for California Prevailing Wage.*

**2014 SCHEDULE OF FEES**

(FOR CUSTOMER REF ONLY)

<b>ENGINEERING SERVICES</b>	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
<b>HOT MIX ASPHALT (HMA) SERVICES</b>	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
<b>EXPLORATION</b>	
<b>GEOPHYSICAL</b>	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
<b>DRILLING</b>	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697

5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
<b>GEOTECHNICAL SOILS AND AGGREGATES</b>	
<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
<b>LABORATORY</b>	
<b>HOT MIX ASPHALT (HMA)</b>	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea

CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
<b>MARSHALL MIX DESIGN</b>	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
<b>AGGREGATES</b>	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: <i>Fine &amp; Coarse Aggregate</i>	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
<b>SOILS</b>	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea

C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
<b>MASONRY BRICK/BLOCK/TILE</b>	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
<i>Compression Tests: (Same price for untested "hold" specimens)</i>	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
<i>Concrete Masonry Unit: (Same price for untested "hold" specimens)</i>	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
<b>CONCRETE</b>	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders (same price for untested "hold" specimens)	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea

Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
<b>STEEL AWS/ASTM/ASME/ANSI/API</b>	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
<b>NON-DESTRUCTIVE TESTING</b>	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
<b>STANDARD POOL ENGINEERING SERVICES</b>	
<i>The fees quoted include response to plan check.</i>	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	135.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	350.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	200.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	200.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	250.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Consulting Letter	185.00/min
On-Site Steel and/or Excavation Observation	400.00/min

Patio Corner/Trellis Design	Request Quote 800.00/min
Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	175.00/set
Epoxy Injection	1,500/min first 10', 60.00/ft. after
<b>MISCELLANEOUS</b>	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD -- Prints	10.00/sheet

Fire Station #2 Replacement Project  
Neil O. Anderson and Associates  
Testing and Inspection Services  
Contract Budget Estimate

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<b>Days</b>	<b>Shift Rate</b>	<b>Total</b>
<b>130</b>	<b>\$992.00</b>	<b>\$128,960</b>
<b>10</b>	<b>\$954.00</b>	<b>\$9,540.00</b>
<b>Total Labor Estimate</b>		<b>\$138,500.00</b>
<b>Laboratory Test Estimate</b>		<b>\$11,500.00</b>
<b>Total Contract Estimate</b>		<b>\$150,000.00</b>



**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**  
 \$1,000,000 Each Occurrence  
 \$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
 \$1,000,000 Each Occurrence  
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.
3. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**  
 \$1,000,000 Each Occurrence

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**  
 Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

## Insurance Requirements for Consultant (continued)

- (c) Limits of Coverage  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) Completed Operations Endorsement  
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (e) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (f) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply  
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Consultant of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Consultant shall pay such reimbursement and interest on the first (1<sup>st</sup>) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

**Workers Compensation Insurance** The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

**NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	8/6/14
4. DEPARTMENT/DIVISION:	Internal Services		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		4210	Operating Transfers In	\$ 753,300.00
	1211		5391	Sale of City Property	\$ 400,000.00
	1211		3205	Fund Balance	\$ 4,078,100.00
	1202		3205	Fund Balance	\$ 125,300.00
	325		3205	Fund Balance	\$ 189,000.00
	181		3205	Fund Balance	\$ 189,000.00
	100		5011	Property Taxes	\$ 250,000.00
B. USE OF FINANCING	1211	1211045	1825.2200	Fire Station 2	\$ 5,231,400.00
	1202		4220	Operating Transfers Out	\$ 125,300.00
	325		4220	Operating Transfers Out	\$ 189,000.00
	181		4220	Operating Transfers Out	\$ 189,000.00
	100		4220	Operating Transfers Out	\$ 250,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p><b>Appropriation for construction of Fire Station 2 including transfers from Fire Vehicle Replacement (\$125,300), Streets (\$189,000), Water (\$189,000) and General Fund (\$250,000).</b></p>

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 8/6/14 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND CONTRACT CHANGE ORDERS FOR THE FIRE STATION NO. 2 REPLACEMENT PROJECT AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on June 26, 2014, at 11:00 a.m., for the Fire Station No. 2 Replacement Project, described in the plans and specifications therefore approved by the City Council on April 2, 2014; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Base Bid</b>
Diède Construction, Inc.	\$ 4,191,740*
Simile Construction Service, Inc.	\$ 4,359,037*
Bobo Construction, Inc.	\$ 4,942,150
Meehleis Modular Buildings, Inc.	\$ 5,100,211

\*Corrected total

WHEREAS, staff recommends accepting Bid Alternate No. 1, in the amount of \$36,000, to replace all on-site asphalt paving with structural concrete pavement, which will hold up to the weight and turning of the fire vehicles and decrease long-term maintenance costs; and

WHEREAS, staff recommends awarding the contract for the Fire Station No. 2 Replacement Project to the low bidder, Diède Construction, Inc., of Woodbridge, California, in the amount of \$4,227,740; and

WHEREAS, Diède Construction, Inc., has signed the required Local Hire forms and will conform to the requirements; and

WHEREAS, staff recommends Neil O. Anderson and Associates, of Lodi, perform construction testing and inspection services for the project, for a contract amount of \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for the Fire Station No. 2 Project to the low bidder, Diède Construction, Inc., of Woodbridge, California, in the amount of \$4,227,740 and the construction testing and inspection services contract to Neil O. Anderson and Associates, of Lodi, California, in the amount of \$150,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contracts and contract change orders within the budget appropriation amount; and

BE IT FURTHER RESOLVED that funds in the amount of \$5,231,400 be appropriated for the project from General Fund Capital Outlay, Debt Service Savings, Fire Department Vehicle Replacement, Measure K, Water Capital Fund, Sale of Property, and Property Tax.

Dated: August 6, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, Inc., of Lodi, for Construction Testing and Inspection Services for Rose Gate Subdivision Project (\$150,000)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement with Neil O. Anderson & Associates, Inc., of Lodi, for construction testing and inspection services for Rose Gate subdivision project, in the amount of \$150,000.

**BACKGROUND INFORMATION:** The Public Works Engineering Division requires the services of a construction testing and inspection firm to provide testing and inspection services during construction of public improvements for the Rose Gate subdivision project. The City does not have Public Works Inspection staff available to perform this work. This agreement will allow City staff to use Neil O. Anderson & Associates on an "on call" basis, as needed. This local firm has provided construction testing and inspection services on numerous City projects. The agreement is on a time-and-materials basis with a not-to-exceed limit of \$150,000 for the agreement period through December 31, 2015.

**FISCAL IMPACT:** Costs of inspection services are paid by the developer as per the improvement agreement. Using contract services as needed for this specific project will save the City costs over hiring additional Public Works inspection staff.

**FUNDING AVAILABLE:** Engineering Operating Account (103021) \$150,000

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWS/GW/pmf

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

## AGREEMENT FOR PROFESSIONAL SERVICES

### ARTICLE 1 PARTIES AND PURPOSE

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Construction Testing and Inspection Services for the Rose Gate Subdivision Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### ARTICLE 2 SCOPE OF SERVICES

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 6, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2015, whichever occurs first.

## **ARTICLE 3 COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.



the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
JENNIFER M. ROBISON  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

NEIL O. ANDERSON & ASSOCIATES

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: Garrett S. H. Hubbart  
Title: Chief Executive Officer

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 103021.7323**  
**(Business Unit & Account No.)**

Rose Gate Subdivision  
Neil O. Anderson and Associates  
Scope of Services

---

Provide inspectors, testing and inspection as requested by the City and required by codes for the Rose Gate Subdivision Project to assist and report to the Construction Project Manager.

Inspectors shall be approved by the City and are expected to have prior experience in building construction, public works construction, engineering, or a related field. Inspectors shall not be changed except as requested or approved by the City.

**Duties Include:**

1. Inspect and monitor construction project for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Perform required testing and inspection per the City of Lodi Public Works Department Requirements.

**Knowledge of:**

1. Construction materials, methods, equipment and techniques for basic building and public works projects.
2. Basic construction inspection, materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

**Ability to:**

1. Learn the principles, practices, and techniques of advanced public works inspection.
2. Read and interpret construction documents, including civil, architectural, structural, electrical and mechanical construction plans and specifications.
3. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
4. Interpret City/State laws, rules, and regulations.
5. Maintain records and prepare accurate written reports.
6. Establish and maintain cooperative working relationships with the public, contractors, and city employees.

**General:**

1. Other project related duties as requested by the City.



June 26, 2014

Mr. Gary Wiman  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95240

Subject: Proposal for Special Inspection Services  
Rose Gate Subdivision  
N. Lower Sacramento Road & W. Sargent Road  
Lodi, California

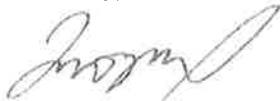
Thank you for the opportunity to submit the attached proposal to provide construction observation services for the subject project.

Additional services requested beyond what is outlined in the attached proposal will be billed per our attached standard fee schedule.

Time shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments. Overtime and double time, if any, will be applied per California Labor law.

We can begin services upon receipt of a purchase order. If you have any questions, please feel free to contact Troy Schiess at (209) 367-3701 or email [troy.schiess@noanderson.com](mailto:troy.schiess@noanderson.com).

Sincerely,



Troy M. Schiess, PE  
Corporate Field Services Manager

**Rose Gate Subdivision  
City of Lodi  
June 26, 2014**

PREVAILING WAGE GROUP	SERVICE	RATE
1	Lead inspector - (Regular Time – 8hr shift)	\$992.00/shift
	Lead inspector - (Overtime)	\$160.00/shift
	Lead inspector - (Double-time)	\$196.00/shift
2	Building/Construction Inspector - (Regular Time – 8hr shift)	\$954.00/shift
	Building/Construction Inspector - Prevailing Wage Group 2 - (OT)	\$153.00/shift
	Building/Construction Inspector - Prevailing Wage Group 2 - (DT)	\$186.00/shift
3	Earthwork Grading - (Regular Time – 8hr shift)	\$836.00/shift
	Earthwork Grading - (OT)	\$131.00/shift
	Earthwork Grading - (DT)	\$156.00/shift
4	Prevailing Wage Group 4 - (Regular Time – 8hr shift)	\$736.00/shift
	Prevailing Wage Group 4 - (OT)	\$112.00/shift
	Prevailing Wage Group 4 - (DT)	\$132.00/shift

- **Overtime and Double time rates will be applied per the California labor laws**
- **The above rates are based on the state mandated prevailing wage increase of \$1.60/hour effective July 1, 2014.**



**2014 SCHEDULE OF FEES**  
(FOR CUSTOMER REF ONLY)

<b>ENGINEERING SERVICES</b>	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
<b>HOT MIX ASPHALT (HMA) SERVICES</b>	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
<b>EXPLORATION</b>	
<b>GEOPHYSICAL</b>	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
<b>DRILLING</b>	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote

Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
<b>GEOTECHNICAL SOILS AND AGGREGATES</b>	
<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
<b>LABORATORY</b>	
<b>HOT MIX ASPHALT (HMA)</b>	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea

CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
<b>MARSHALL MIX DESIGN</b>	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
<b>AGGREGATES</b>	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: <i>Fine &amp; Coarse Aggregate</i>	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
<b>SOILS</b>	
Atterberg Limit <i>D4318</i>	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea

C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
<b>MASONRY BRICK/BLOCK/TILE</b>	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
<i>Compression Tests: (Same price for untested "hold" specimens)</i>	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
<i>Concrete Masonry Unit: (Same price for untested "hold" specimens)</i>	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
<b>CONCRETE</b>	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders (same price for untested "hold" specimens)	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea

Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
<b>STEEL AWS/ASTM/ASME/ANSI/API</b>	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
<b>NON-DESTRUCTIVE TESTING</b>	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
<b>STANDARD POOL ENGINEERING SERVICES</b>	
<i>The fees quoted include response to plan check.</i>	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	135.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	350.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	200.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	200.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	250.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Consulting Letter	185.00/min
On-Site Steel and/or Excavation Observation	400.00/min

Patio Corner/Trellis Design	Request Quote 800.00/min
Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	175.00/set
Epoxy Injection	1,500/min first 10', 60.00/ft. after
<b>MISCELLANEOUS</b>	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

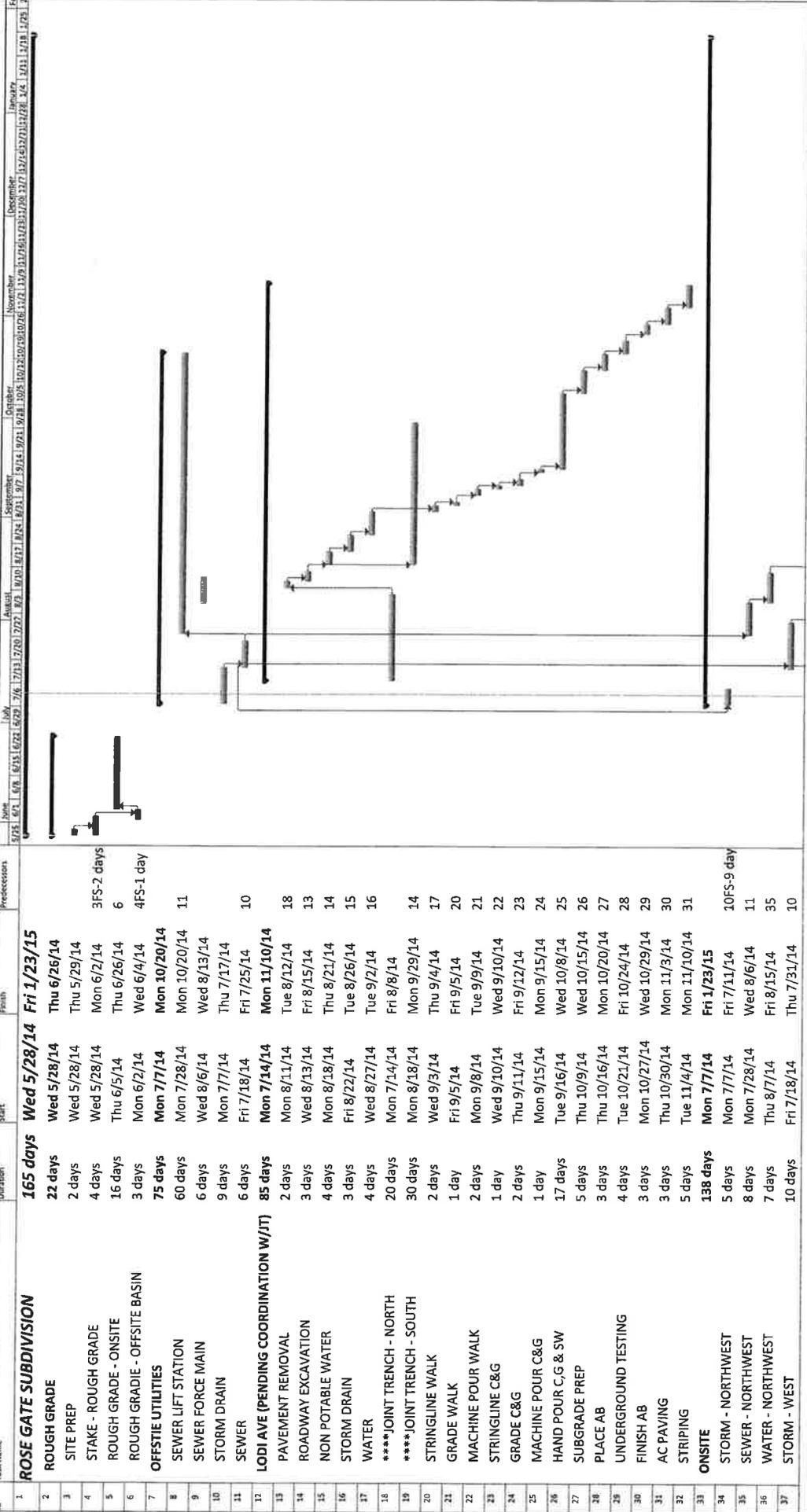
Rosegate Subdivision  
Neil O. Anderson and Associates  
Inspection Services  
Contract Budget Estimate

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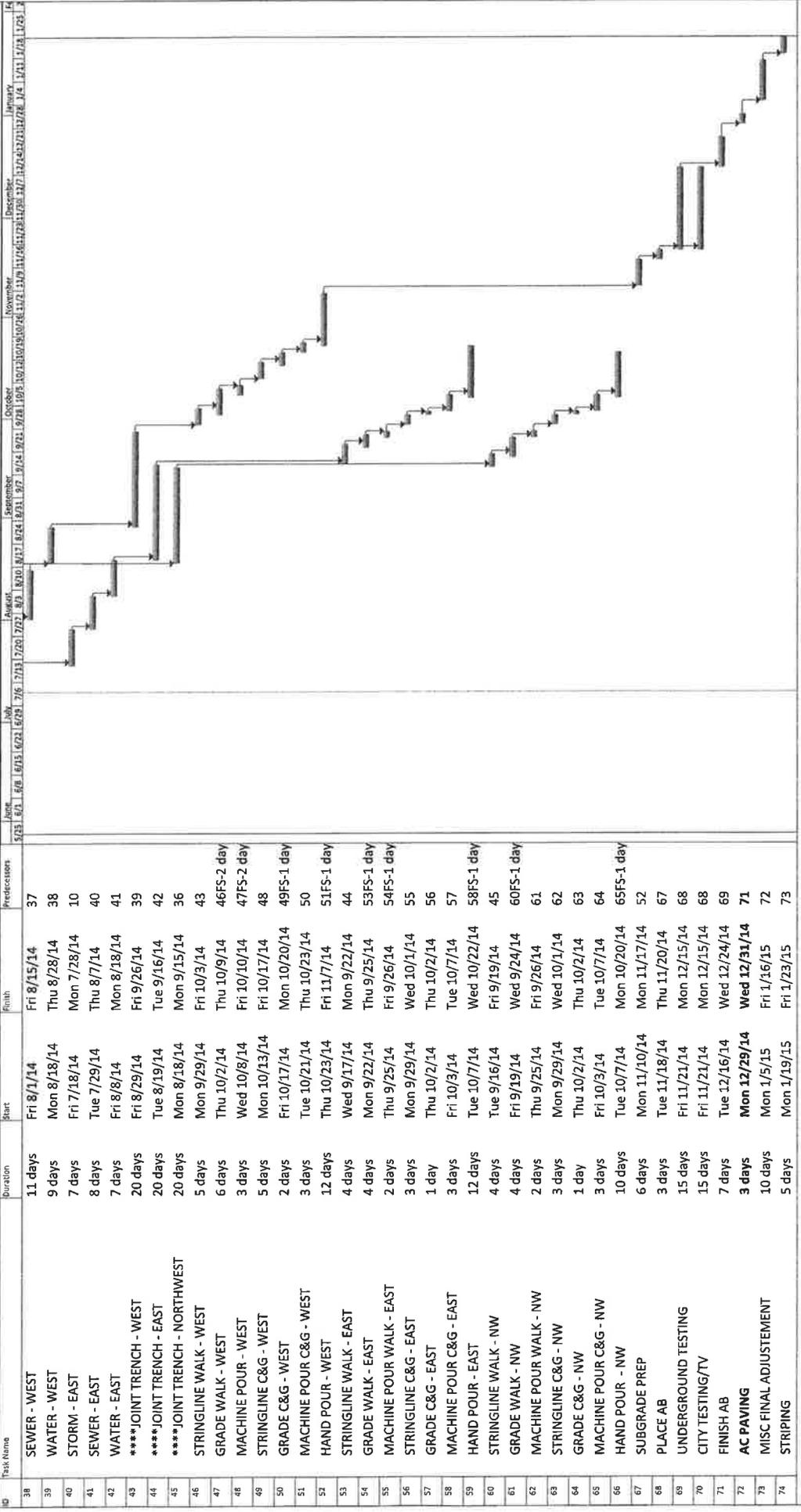
<b>Days</b>	<b>Shift Rate</b>	<b>Total</b>
<b>130</b>	<b>\$992.00</b>	<b>\$128,960</b>
<b>Total Labor Estimate</b>		<b>\$128,960.00</b>
<b>Other Services</b>		<b>21,040.00</b>
<b>Total Contract Estimate</b>		<b>\$150,000.00</b>

Estimate is based on Project Schedule from FCB Homes dated 7/10/14

ROSE GATE SUBDIVISION  
FCB HOMIES  
KRC JOB # 57-4-1542



ROSE GATE SUBDIVISION  
FCB HOMES  
KRC JOB # 57-4-1542



Project: REVISED CONTRACT w/JT  
Date: Thu 7/10/14

Task:  Milestone  Split  Task

Summary:  External Tasks  Project Summary  Summary

Inactive Summary:  Inactive Milestone  Inactive Task  Inactive Milestone

Manual Summary:  Manual Summary  Manual Task  Manual Task

Rollup:  Rollup  Rollup

Finish-only:  Finish-only  Finish-only

Deadline:  Deadline  Deadline

Progress:  Progress  Progress

Start-only:  Start-only  Start-only

Page 2

Thu 7/10/14



**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**  
 \$1,000,000 Each Occurrence  
 \$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
 \$1,000,000 Each Occurrence  
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.
3. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**  
 \$1,000,000 Each Occurrence

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**  
 Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

## Insurance Requirements for Consultant (continued)

- (c) Limits of Coverage  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) Completed Operations Endorsement  
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (e) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (f) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply  
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Consultant of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Consultant shall pay such reimbursement and interest on the first (1<sup>st</sup>) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

**Workers Compensation Insurance** The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

**NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH NEIL O.  
ANDERSON & ASSOCIATES, INC., FOR CONSTRUCTION  
TESTING AND INSPECTION SERVICES FOR THE ROSE  
GATE SUBDIVISION PROJECT

=====

WHEREAS, the Public Works Engineering Division requires the services of a construction testing and inspection firm to provide testing and inspection services during construction of public improvements for the Rose Gate subdivision project; and

WHEREAS, Neil O. Anderson & Associates, Inc., has provided construction testing and inspection services on numerous City projects; and

WHEREAS, staff recommends executing a Professional Services Agreement with Neil O. Anderson & Associates, Inc., of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis, in an amount not to exceed \$150,000 for the agreement period through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Neil O. Anderson & Associates, Inc., of Lodi, California, to provide construction testing and inspection services for the Rose Gate subdivision project on an on-call, time-and-materials basis through December 31, 2015, in an amount not to exceed \$150,000.

Dated: August 6, 2014

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I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk

2014-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with The Salvation Army for Administration and Implementation of the Lodi CARE Package Program (\$60,000)

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a professional services agreement with The Salvation Army for administration and implementation of the Lodi CARE Package Program for an amount not to exceed \$60,000.

**BACKGROUND INFORMATION:** Since 2004, the City of Lodi has provided a special grant program designed to assist Lodi families in paying their monthly utility bill. Specifically, the Lodi CARE Package Program provides a relief payment of up to \$110 for the electric utility portion of an eligible customer's bill.

Each year, the Lodi Electric Utility appropriates \$50,000 for direct customer grants and an additional \$10,000 for The Salvation Army to directly administer the program. Customers meeting the program requirements are eligible to receive \$110 every six months. In order to receive the relief payment, a customer must meet certain income guidelines, have no past due amounts owed to the City of Lodi, and must be able to pay the remaining portion of their current Lodi utility bill (including water, sewer, and refuse). This program is capable of providing a total of approximately 450 relief payments over the current fiscal year and ends each year once all funds have been exhausted.

**FISCAL IMPACT:** The Lodi CARE Package Program is part of the Public Benefits Program for low-income assistance.

**FUNDING:** Included in FY 2014/15 Budget Account No. 164609.7323/8097.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Melissa Cadek, Rates & Resources Manager  
EAK/MC/lst

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and The Salvation Army (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Lodi CARE Package Program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on September 1, 2014 and terminates upon the completion of the Scope of Services or on June 30, 2015, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Melissa Price, Rates & Resources Manager

To CONTRACTOR:      The Salvation Army  
   525 W. Lockeford Street  
   Lodi, CA 95240  
   Dave Warner

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
JENNIFER M. ROBISON  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

THE SALVATION ARMY

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: DAVE WARNER  
Title:

- Attachments:**  
Exhibit A – Scope of Services  
Exhibit B – Fee Proposal  
Exhibit C – Insurance Requirements  
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 164609.7323/8097  
(Business Unit & Account No.)

Doc ID:

CA:Rev.07.2014

## EXHIBIT A

### Scope of Services Lodi CARE Package Program

The Salvation Army will administer the CARE Package Program, which includes:

- Maintain and monitor a budget of \$50,000, which concludes when this total dollar amount is exhausted, or by June 30, 2015, whichever comes first;
- Provide all customer interface, including the screening for customer eligibility\*, and approval of customer participation in this electric utility program;
- Notify the City of Lodi Electric Utility (LEU) and City of Lodi Finance Department, through an existing and agreed upon procedure of both telephone/fax communications, of any/all customers approved for participation in this program.

#### **\*Customer Eligibility Requirements:**

- Must meet income guidelines as provided by the LEU;
- Customer has not received assistance through the Lodi CARE Package Program in the past six (6) months;
- Customer must present (in person) appropriate documentation of the following in order to qualify for a relief payment:
  - Current City of Lodi utility statement;
  - ID/Social Security Cards for ALL members of the household, and driver's license or California ID card of the person listed on the utility account;
  - Proof of current income (i.e., pay stub, grant letter, etc.) - handwritten notes are not acceptable;
  - Copy of rental agreement (if applicable);
  - Proof of unexpected expenses (within the last sixty days), resulting in the inability to or hardship in paying City of Lodi utility account;
  - City of Lodi receipt for customer's co-payment, if applicable/necessary;
- The available grant is for up to \$110, which only pays for the electric utility component; customer is required to demonstrate ability to pay for all other fixed charges (water, wastewater, sewer, refuse) on their City of Lodi utility bill PRIOR to a grant payment being authorized by the Salvation Army.

**EXHIBIT B**  
**Fee Proposal**  
**Lodi CARE Package Program**

The Salvation Army will invoice for all administrative work performed at a rate of \$25 per customer verification/certification, with a cap of \$10,000 for administration of the package.

Invoices will be submitted to Lodi the first of each month, payable within thirty (30) days of the invoice date.



## EXHIBIT C

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**  
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Limits of Coverage**  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1<sup>st</sup>) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

**NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT WITH THE SALVATION ARMY FOR ADMINISTRATION  
AND IMPLEMENTATION OF THE LODI CARE PACKAGE PROGRAM

WHEREAS, since 2004, as part of the Lodi Electric Utility's (LEU) Public Benefits Program, the City of Lodi has provided the Lodi CARE Package Program designed to assist Lodi families in paying their monthly utility bill; and

WHEREAS, the Lodi CARE Package Program provides a relief payment of up to \$110 for the electric utility portion of an eligible customer's bill; and

WHEREAS, each year, the LEU appropriates \$50,000 for direct customer grants and an additional \$10,000 for The Salvation Army to directly administer the Lodi CARE Package Program; and

WHEREAS, customers meeting the program requirements are eligible to receive \$110 every six months; and

WHEREAS, in order to receive the relief payment, a customer must meet certain income guidelines, have no past due amounts owed to the City of Lodi, and must be able to pay the remaining portion of their current Lodi utility bill (including water, sewer, and refuse); and

WHEREAS, the Lodi CARE Package Program is capable of providing a total of approximately 450 relief payments over the current fiscal year and ends each year once all funds have been exhausted; and

WHEREAS, the Lodi CARE Package Program is included in the Public Benefits Program budget for Fiscal Year 2014/15.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with The Salvation Army for administration and implementation of the Lodi CARE Package Program for an amount not to exceed \$60,000.

Dated: August 6, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing Public Works Director, City Engineer or Part-time Senior Civil Engineer to Execute and Accept Dedications on Final Parcel Maps

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution authorizing Public Works Director, City Engineer or part-time Senior Civil Engineer to execute and accept dedications on final parcel maps.

**BACKGROUND INFORMATION:** The Council previously adopted Resolution No. 2008-125 (attached) authorizing the Public Works Director, City Engineer, or Senior Civil Engineer to execute and accept dedications on final parcel maps on behalf of the City.

The Subdivision Map Act (Sections 66442 and 66450) requires certification statements on final parcel maps to be signed by the City Surveyor, City Engineer or other public official or employee qualified and authorized to act on their behalf. In addition, pursuant to the Professional Engineers' Act (Chapter 7, Division 3, commencing with Section 6700, of Division 3) only persons registered as a civil engineer prior to January 1, 1982, are qualified to sign the certification statements. The City has no City Surveyor. The current Public Works Director and City Engineer are registered engineers in the State of California but received their licenses after 1982. It is, therefore, necessary to either authorize other current City staff holding the position of Senior Civil Engineer and registered as a civil engineer prior to January 1, 1982, to execute subdivision and parcel maps and accept dedications on parcel maps on behalf of the City or to authorize the San Joaquin County Surveyor.

Staff recommends that the Council adopt the resolution as proposed authorizing City staff to perform this function. This resolution would supercede Resolution No. 2008-125.

**FISCAL IMPACT:** Allows current City staff to execute final parcel maps

**FUNDING AVAILABLE:** Not applicable.

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F. Wally Sandelin  
Public Works Director

FWS/pmf  
Attachment

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE PUBLIC WORKS DIRECTOR, CITY  
ENGINEER, OR PART-TIME SENIOR CIVIL ENGINEER  
TO EXECUTE AND ACCEPT DEDICATIONS ON FINAL  
PARCEL MAPS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Public Works Director, City Engineer, or Part-time Senior Civil Engineer, if such persons were registered as a civil engineer prior to January 1, 1982, pursuant to the Professional Engineers' Act (Chapter 7 of Division 3 of the Business and Professions Code), to execute and accept dedications on final parcel maps on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that this Resolution supercedes Resolution No. 2008-125.

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

**BACKGROUND INFORMATION:** White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

On July 21, 2014, representatives from the City, West Yost Associates (WYA) and the two contractors (Western Water Constructors, Inc., and Overaa Construction) invited to submit guaranteed maximum price (GMP) proposals, met to introduce the contractors to the project and to define the project scope. Both contractors have successfully participated on projects at other agencies where the GMP procurement method was used.

Representatives from WYA provided draft contract documents that included a GMP contract, specifications and preliminary drawings representing the required work items for review. The meeting concluded with a site walk to familiarize the contractors with the work area and to point out specific details of the project scope in the field. The minutes of this meeting are attached.

A preliminary procurement and construction schedule reflecting project milestones is referenced below:

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 15, 2014
Issue Notice to Proceed	August 29, 2014
Complete Digester No. 2 Improvements	April 30, 2015
Complete Digester No. 1 Improvements	December 7, 2015

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2  
August 6, 2014  
Page 2

**FISCAL IMPACT:** Preliminary construction cost estimate to repair Digester No. 2 remains at approximately \$1,400,000 and to repair Digester No. 1 remains at approximately \$1,700,000 at this time.

**FUNDING AVAILABLE:** Wastewater Capital (171493) - An appropriation in the amount of \$3,100,000 was authorized by Council on July 16, 2014.

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F. Wally Sandelin  
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director  
FWS/CES/pmf  
Attachment  
cc: Associate Civil Engineer Nathan  
Charlie Swimley, City Engineer / Deputy Public Works Director  
Wastewater Plant Supervisor



# Minutes Digester Repair Project Definition Meeting July 21, 2014

Client: City of Lodi  
 Project: Digester Repair Project  
 Subject: Project Definition and Draft GMP Contract  
 Meeting Date/Time: July 21, 2014; 9:00AM - 12:00AM  
 Location: White Slough WPCF

Minutes By: D. Anderson, D. Ewing, G. Rice

**ATTENDEES:**

Name	Representing	Email	Phone
Stephen Schwabauer	City of Lodi	<a href="mailto:sschwabauer@lodi.gov">sschwabauer@lodi.gov</a>	(209) 333-6700
Charlie Swimley	City of Lodi	<a href="mailto:cswimley@lodi.gov">cswimley@lodi.gov</a>	(209) 333-6800
Sean Nathan	City of Lodi	<a href="mailto:snathan@lodi.gov">snathan@lodi.gov</a>	(209)333-6800
Karen Honer	City of Lodi	<a href="mailto:khoner@lodi.gov">khoner@lodi.gov</a>	(209) 333-6868
Gary Wiman	City of Lodi	<a href="mailto:gwiman@lodi.gov">gwiman@lodi.gov</a>	(209) 333-6706
Ken Capitanich	City of Lodi	<a href="mailto:kcapitanich@lodi.gov">kcapitanich@lodi.gov</a>	(209) 333-6749
Dave Ewing	West Yost	<a href="mailto:purdue76@sbcglobal.net">purdue76@sbcglobal.net</a>	(530) 304-0972
Gary Rice	West Yost	<a href="mailto:grice@westyost.com">grice@westyost.com</a>	(707) 543-8506
Dave Anderson	West Yost	<a href="mailto:danderson@westyost.com">danderson@westyost.com</a>	(530) 792-3281
Brad Friederichs	West Yost	<a href="mailto:bradf@vesolutions.net">bradf@vesolutions.net</a>	(916) 505-0519
Sharon Kimizuka	A TEEM Electrical Engineering	<a href="mailto:skimizuka@ateem.com">skimizuka@ateem.com</a>	916 457-8144
Siaoming Li	A TEEM Electrical Engineering	<a href="mailto:sli@ateem.com">sli@ateem.com</a>	916 457-8144
Nick Kebbas	Overaa Construction Company	<a href="mailto:nickk@overaa.com">nickk@overaa.com</a>	(510)-234-0926
Rich Papas	Overaa Construction Company	<a href="mailto:richp@overaa.com">richp@overaa.com</a>	(510)-719-0014
Josh McGarva	Western Water Constructors	<a href="mailto:josh.mcgarva@westernwater.com">josh.mcgarva@westernwater.com</a>	(707) 696-6426
Bill Wright	Western Water Constructors	<a href="mailto:bill.wright@westernwater.com">bill.wright@westernwater.com</a>	(707)540-9640

**DISCUSSION TOPICS:**

1. The following preliminary procurement and construction schedule was discussed. During the discussion it was agreed that West Yost will revise the anticipated completion dates to reflect decisions made during the meeting, and that liquidated damages should be based on the revised anticipated completion dates.

Milestone	Anticipated Date
Meeting to define project/provide draft contract documents	7/21/14
Issue final contract documents	8/1/14
Receive GMP proposal	8/15/14
Issue Notice to Proceed	8/29/14
Complete Digester 2 improvements and commissioning	4/30/15
Complete Digester 1 improvements and commissioning	12/7/15

2. The draft construction agreement and exhibits to the agreement were discussed, and the following action items were identified:

Action Item No.	Action Items	Party Responsible	Target Date	Status
1	Determine if City building permit is required, and information needed by Building Dept.	City (Wiman)	7/21/14	Done
2	Provide mixing analysis completed by Vaughan Pumping Systems	City (Nathan)	7/21/14	Done
3A	Provide comments on draft agreement to WY	Overaa	7/25/14	
3B	Provide comments on draft agreement to WY	Western Water	7/25/14	
3C	Provide comments on draft agreement to WY	City	7/25/14	
4	Provide copies of prior construction drawings to Overaa and Western Water	West Yost	7/25/14	
5	City to survey and verify inside diameter of Digesters 1 and 2	City	7/30/14	
6	Identify Contractor field office/laydown areas	West Yost	8/1/14	
7	Complete Building Department submittal	West Yost (Friederichs)	8/1/14	
8	Updated/finalize Contract Documents including Bid Form, Bid submission requirements, and preliminary structural, mechanical, and electrical drawings.	West Yost	8/1/14	

3. During and following the site investigation the following decisions were made:

- a. The upper portion of the walls of Digesters 1 and 2 will be repaired and coated, but will not be thickened.
- b. Digester walls where concrete appears to be corroded and the embedded steel cover guides will be bead blasted to sound material. Wall surfaces requiring concrete repairs will be power washed and repaired as specified. Top 8 feet of digester walls shall be coated with high performance epoxy as specified.
- c. The grated walkway between Digesters 1 and 2 modified so that it is more securely fastened to the concrete landing at Digester 1.
- d. The gas piping between Digesters 1 and 2 will be modified to include isolation valves near each digester.
- e. The speed of digester mixing pumps will not be controlled by VFDs.
- f. Instrumentation will added to Digesters 1 and 2 to allow City staff to monitor digester sludge levels. Signals will be sent to an existing PLC in the Digester Control Building.

- g. All questions arising during the review of preliminary documents or in response to final documents will be shared between all parties.
- h. There will be some interference between existing service water lines and possibly with digester gas lines at both Digesters 1 and 2 and this should be noted on the drawings.
- i. Contractors expressed concerns regarding weather related delays for coating of digester covers and concrete walls. Tenting is a possibility but how to work the cost of tenting into the contract...allowance, required cost, additional cost if required, etc. is under consideration by the City and West Yost.
- j. Work within the digesters is a confined space (probably a permit required confined space) and will require purging of any residual digester gas as well as appropriate ventilation and lighting.
- k. All work within or adjacent to the digester is classified either as Class I, Divisions 1 or 2 and all code-related safety and construction requirements should be followed strictly.
- l. The City will pump the contents of Digester 1 to Digester 2. Transfer pumping does not need to be provided by the Contractor and the specification within the binder will be deleted.
- m. Digester cleaning of the residual content in the Cone of digester 1 is required as specified.
- n. Brad Friederichs will prepare calculations necessary for building permit submittal review. Brad will include a reference to code language regarding the exemption for existing structures where modifications do not increase loads by more than 10 percent.



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Set a Public Hearing for September 3, 2014, to Consider and Approve the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an Amendment of the 2014/15 Action Plan to Accommodate the Reallocation of Unused CDBG Funds From Previous Years.

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Community Development Director

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**RECOMMENDED ACTION:** Set a public hearing for September 3, 2014, to consider and approve the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment of the 2014/15 Action Plan to accommodate the reallocation of unused CDBG funds from previous years.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The 2013/14 CAPER describes the programs and activities accomplished during that program year, in which the City received \$649,980 in federal CDBG funds. The public review and comment period for the CAPER document begins August 3, 2014 and will end September 3, 2014.

The reallocation of unused CDBG funds from projects and services from previous program years requires an amendment of the Annual Action Plan. The total amounts available for reallocation are still being calculated and will be detailed in the staff report for the public hearing. The public review and comment period for this Action Plan amendment begins August 3, 2014 and will end September 3, 2014.

The City Council will consider approval and adoption of both the 2013/14 CAPER and 2014/15 Action Plan amendment and provide an opportunity for public comment for all of those actions at the September 3, 2014 meeting.

**FISCAL IMPACT:** The CAPER document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

**FUNDING AVAILABLE:** Not applicable.

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Stephen Schwabauer  
Community Development Director

SS/jw

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Public Hearing to Consider and Adopt Resolutions of Necessity for the Acquisition in Eminent Domain of Certain Real Property for Public Purposes, Namely the Real Property Identified Below, in Connection with the Harney Lane Grade Separation Project:

- a) A Portion of Property Located at 13160 North West Lane (APN 058-110-47), Negotiating Party: F&L Costa Family L.P. (Felix Costa & Sons);
- b) A Portion of Property Located at 120 East Harney Lane (APN 058-130-24), Negotiating Party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust.

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Janice D. Magdich, City Attorney

**RECOMMENDED ACTION:** Conduct a Public Hearing to consider and adopt Resolutions of Necessity for the acquisition in eminent domain of the real property identified below for public purposes in connection with the Harney Lane Grade Separation Project.

Staff recommends that the Lodi City Council adopt Resolutions declaring the necessity and authorizing the commencement of eminent domain proceedings to secure real property interests necessary to construct the Harney Lane Grade Separation Project. Staff further recommends that the City Council conduct a public hearing on the Resolutions of Necessity to acquire the following real property interests and to receive testimony from Property Owner(s):

APN	Owner(s)	Road Easement	Temporary Construction Easement
058-110-47	F&L Costa Family L.P.	1.91 acres (83,381 sq. ft.)	0.58 acre (25,453 sq. ft.)
058-130-24	Gary & Joyce Tsutsumi 2011 Trust and Diane Y. Tsutsumi	2.24 acres (97,383 sq.ft.)	0.37 acre (15,875 sq. ft.)

A two-thirds (2/3) vote of all the members of the council is required to adopt the Resolutions of Necessity (Code of Civ. Pro. §1245.240).

**BACKGROUND INFORMATION:** The proposed Harney Lane Grade Separation Project (the "Project") will construct a new overhead structure across the Union Pacific Railroad (UPRR) tracks. Since the Harney

Lane Specific plans calls for widening Harney Lane between Lower Sacramento Road and the State Route 99 interchange, the current Project will focus on constructing the overhead grade crossing and widening Harney Lane to four lanes between Hutchins Street on the west and Stockton Street on the east. The widened portion of Harney Lane will tie into an existing four-lane segment immediately east of the Project limits and will transition back to two lanes just west of the intersection with Hutchins Street.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

On June 17, 2009, the City Council voted in favor of making Harney Lane its priority for Measure K railroad grade separation funding. With the current and projected development at Reynolds Ranch and projected growth in the region, Harney Lane is becoming an increasingly important east-west corridor for the City.

Based on a 2011 study, motorists are subject to approximately 680 minutes of vehicle delay each day due to trains at the Harney Lane/UPRR at-grade crossing. Current and projected development will only increase the delays in the future, resulting in a greater potential for accidents. The proposed grade separation provides safe community access for all modes of transportation to nearby commercial centers and schools. It will also enhance public safety through improved response times for emergency vehicles, and reduce vehicle emissions as vehicle will not sit idling while waiting for trains to pass.

The Measure K Renewal program will provide \$829,782 toward the total estimated right-of-way, utility easements and temporary construction easements cost of \$1,071,900. Additional funding will be provided in the amount of \$242,118 from City of Lodi Measure K local street repair funds.

To date, the City has acquired easements from eight (8) property owners in the Project area. Although negotiations have been ongoing for several months, so far staff has not yet reached agreements to acquire the necessary easement interests across the remaining two (2) parcels from the private property owners identified above. Negotiations will continue with these remaining property owners to acquire the easement interests by agreement.

In order to relocate the existing utilities and construct the improvements, acquisition of right-of-way (road easements), utility easements, and temporary construction easements are required at this time. The utility relocation work is proposed to begin in late summer of this year. Construction of the grade separation project will begin as early as summer 2015, if funding is authorized.

The main objectives for the proposed Project include:

- Eliminate the current level of service deficiencies at the Harney Lane/UPRR at-grade crossing;
- Improved response times for emergency vehicles;
- Correct existing and anticipated future traffic operational deficiencies;
- Reduction in vehicle emissions associated with vehicles idling at the grade crossing;
- Accommodate increased traffic demand generated by approved and planned growth in the City and the surrounding areas, consistent with the City's General Plan; and
- Increase vehicular and pedestrian safety at the Harney Lane/UPRR at-grade crossing.

## **ANALYSIS:**

### **A. Properties Subject to Resolutions of Necessity**

In total, there are ten property ownerships impacted by the Project. Two (2) of the ten properties are the subject of the Resolutions of Necessity. All the properties, which are the subject of the hearing on the Resolutions of Necessity, are located within the Lodi City limits.

The particular property interests that are subject of this public hearing are as follows:

#### **F&L Costa Family L.P., 13160 N. West Lane, Lodi, CA**

##### **A portion of APN: 058-110-47, described as:**

- (i) permanent easement for right-of-way over 1.91 acres (83,381 square feet) along the southside of Harney Lane; and
- (ii) a temporary construction easement in 0.58 acres (25,453 square feet) along the southside of Harney Lane.

**Gary & Joyce Tsutsumi 2011 Trust and Diane Y. Tsutsumi; 120 East Harney Lane, Lodi, CA,  
A portion of APN: 058-130-24, described as:**

- (i) permanent easement for right-of-way over 2.24 acres (97,383 square feet) along the southside of Harney Lane; and
- (ii) two (2) temporary construction easements totaling 0.37 acres (15,875 square feet) along the southside of Harney Lane.

**B. Acquisition Process**

In order to obtain the necessary property rights to construct the improvements for this Project, the City is following the land acquisition procedures set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and subsequently adopted Title 25 of Chapter 6 of the California Code of Regulations. The right-of-way acquisition involves the following basic steps:

1. Project design completed, along with legal and plat descriptions describing the property needed to construct the Project;
2. Environmental review as described in this staff report;
3. An independent appraiser performed an appraisal for each of the affected properties;
4. The appraiser invited the property owners to inspect the property and gave the property owners an opportunity to provide relevant information to the appraiser;
5. The appraisal was carefully reviewed by City staff;
6. Just compensation was established based on the full amount of the appraisal;
7. A good faith offer was made to each of the owners in accordance with Government Code Section 7267.2, offering fair market value for the property as established by the appraisals. Copies of each written offer are available for examination and review by Council;
8. City staff met with and considered any comments or counter-offers by the owners and/or their representatives;
9. It appears that resolution of the outstanding issues leading to a mutually acceptable agreement between the City and landowner(s) may not be reached in a timely manner. Therefore, staff recommends that the City Council adopt a Resolution of Necessity authorizing the filing of an eminent domain action on the property interests listed above;
10. Prior to this hearing on the Resolutions of Necessity, and in conformity with the requirements of California eminent domain law, on July 14, 2014, the City sent written notices of this hearing on the Resolutions of Necessity to the subject property owners. The notices included a list of those issues and findings that the City Council would consider. The notices further advised the property owners of their opportunity to appear before and address the Council at this hearing should they provide written request within 15 days to do so. Copies of the notices have been filed with the City Clerk and are available to the public. Copies of each written notice are also available for examination and review by Council and the public; and
11. Negotiations with the property owner(s) can and will continue, in conjunction with the City's Real Property Manager and the City Attorney, even after the adoption of the Resolutions of Necessity. However, prolonged negotiations without the requested Resolutions of Necessity would delay the start of Project construction and could jeopardize Project funding.

### **C. Proposed Resolution of Necessity**

In order to file an eminent domain action to acquire real property, the City must first adopt a Resolution of Necessity after a noticed hearing. In order to adopt the Resolution of Necessity, the Council must make the following findings:

1. The public interest and necessity requires the proposed Project;
2. The proposed Project is planned or located in a manner that will be most compatible with the public good and the least private injury;
3. The property interests are necessary for the purposes of construction, operation and maintenance of the proposed Project; and
4. Prior to making the above findings and determinations, the offer required by Section 7267.2 of the Government Code was made to the owner(s) of record of the property interests to be acquired.

The basis for these findings is detailed in this staff report and the incorporated documents and will be supplemented, as necessary, during the hearing on the Resolutions of Necessity:

#### **1: The Public Interest and Necessity Require the Project:**

The proposed public use is to improve, realign, widen, and grade separate Harney Lane over the existing UPRR tracks between South Stockton Street and South Hutchins Street (the "Project"). This Project includes the construction of a new overcrossing with embankments over the UPRR tracks, utility relocations, storm drainage improvements, sound walls, traffic signal improvements at South Stockton Street and South Hutchins Street, and a new raised, landscaped median along Harney Lane. This Project also includes the widening of Harney Lane to four lanes between South Stockton Street and South Hutchins Street as identified in the City of Lodi General Plan. This Project will require the acquisition of certain easements by eminent domain. Descriptions of these proposed easements, along with proposed deeds, are identified in the attachments to this staff report. The Project will widen Harney Lane to four lanes and reconstruct a crossing originally designed for a rural setting with a relatively low capacity to now accommodate vehicle trips generated by existing, approved, and anticipated urban development within Lodi and the region. The proposed Project will increase the flow of traffic to accomplish the following three objectives:

- A. Increase vehicular and pedestrian safety at the Harney Lane/UPRR at-grade crossing by eliminating the existing conflict point. This is consistent with one of the Regional Transportation Plan's objectives of "reducing the rate of automobile incidents at railroad crossings by 10% by 2035".
- B. Provide more efficient access to and from Highway 99 to serve the City of Lodi.
- C. Correct existing and anticipated future traffic operational deficiencies to accommodate increased traffic demand generated by existing, approved, and planned growth in Lodi and the region, consistent with the City of Lodi General Plan, the San Joaquin County General Plan, and the 2011 Regional Transportation Plan prepared by the San Joaquin Council of Governments (SJCOG).

#### **2: The Project is Planned or Located in the Manner that Will Be most Compatible with the Greatest Public Good and the Least Private Injury:**

The Project alignment and location is designed to minimize impacts to private property, provide a diminished cost to the City for right-of-way versus alternative alignments, and provide the most cost effective construction. The major constraints on the design of widening Harney Lane are the railroad crossing; the traffic capacity requirements that need to be met; avoiding disruptions in traffic flow during construction; the inability to close either Harney Lane or the UPRR tracks during construction; the need to minimize the impacts on private property in the area of the Project; and the cost of property acquisition and roadway construction.

The City, and its consultants, performed detailed analysis of project alternatives and the associated impacts prior to entering into the design phase. The initial engineering analysis was developed with the Harney Lane/UPRR Grade Separation Feasibility Study (Completed August 2010). This study identified 4 feasible project alternatives:

- |                |                                   |
|----------------|-----------------------------------|
| Alternative 1. | Overhead with Sloped Embankments  |
| Alternative 2. | Overhead with Retaining Walls     |
| Alternative 3. | Underpass with Sloped Embankments |
| Alternative 4. | Underpass with Retaining Walls    |

The feasibility study assessed right-of-way impacts and developed preliminary construction cost estimates for each alternative. These alternatives were then advanced to the Project Approval/Environmental Document (PA/ED) phase for further analysis. The design of each alternative was refined in the PA/ED phase through Council and public input. Ultimately Alternative 1 was selected by Council in August of 2012 after presentations of the analysis results.

Additional analyses were conducted to determine alternatives to minimize the right of way requirement on the Tsutsumi property. Vertical retaining walls were considered adjacent to the Tsutsumi property instead of the currently planned earthen embankment. With this approach the right-of-way requirement could be reduced from 2.24 acres to 1.67 acres (0.57 acres), while increasing the Project cost by \$850,000. The analyses were conducted to respond to property owner concerns that the loss of vineyard would result in a remainder parcel that was economically unviable for farming. In general the majority of the right-of-way impact to the parcel results from the necessity of shifting Harney Lane to the south in order to keep the roadway open during construction.

### **3. The Property Interests are Necessary for the Project:**

The proposed roadway alignment for the Harney Lane Grade Separation Project, which includes construction of a new overhead structure on Harney Lane over the UPRR railroad tracks located directly between and adjacent to the properties that are the subject of the Resolutions of Necessity, dictates that the proposed easements must be acquired. The easements to be acquired lie within the future roadway as planned and are therefore necessary for the safety, construction, and maintenance of the Project.

The acquisitions proposed from the Costa property for the Project, include a permanent easement for roadway right-of-way over an irregularly shaped 1.91 acre (83,381 sq. ft.) strip of land along the north boundary of the property. A 0.58 acre (25,453 sq. ft.) temporary construction easement (TCE) is also proposed to be acquired over an approximately 22-foot wide strip of land just south of the proposed Harney Lane road easement. The TCE is required for project construction work along the embankment and for the removal of trees within the area of the TCE, as may be necessary, and to replace the maintenance road along the north side of the property required for maintenance of the existing cherry orchard. The TCE will remain in effect during the Project's construction period.

As part of the Project, a 10-foot wide maintenance road is planned to be constructed within the right-of-way, at the foot of the slope. A new 58-foot wide asphalt paved entrance to the Costa property will also be constructed along the south side of Harney Lane opposite Banyan Drive. Ingress/egress to the driveway will be limited to right-in/right-out turns only. Because security requirements are imposed on the Costa property, new chain link fencing will be installed along the south boundary of the proposed right-of-way line with dual 16-foot wide chain link gates to be installed at the Banyan Drive entrance.

As to the Tsutsumi property, the Project will require acquisition of a permanent easement for roadway right-of-way over an irregularly shaped 2.24 acre (97,383 sq. ft.) strip of land along the north boundary of the property. Two (2) TCEs totaling 0.37 acres (15,875 sq. ft.) are also required. One TCE is for a 5-foot wide work area for the building of a 10-foot high sound wall along a portion of the eastern property line, and the other, a 20-foot wide area adjacent to the proposed Harney Lane road easement to allow work to be done for the overcrossing embankment and the construction of a new perimeter access road to serve the vineyard operations on the Tsutsumi property. The TCEs would remain effect in effect during the Project's construction period.

A map of the location of all of the property acquisitions and proposed improvements included in the Project are set forth in Attachment 2 to this staff report.

#### **4. The Offers Required by Section 7267.2 Have Been Made:**

The offers required by Government Code Section 7267.2 have been made to the owner(s) of record for the necessary property interests. Copies of the offer letters have been filed with the City Clerk for reference and are available for review by Council and the public.

#### **ALTERNATIVES:**

1. The City Council could hold the public hearing and approve the proposed Resolutions of Necessity authorizing the use of eminent domain to secure the real property interests necessary for the Project. Staff would continue attempts to reach voluntary agreements to purchase the property interests. This is staff's recommendation, because acquisition of the subject properties in a timely manner is essential to the timely completion of the Project and attainment of the Project's public safety objectives. Staff further recommends, that the Council authorize the City Attorney's office and the law firm of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation ("KMTG") to take all necessary steps to deposit with the Office of the State Treasurer, the amount of probable compensation required by law for issuance of Order of Possession, and to file complaints in eminent domain with the San Joaquin County Superior Court.
2. The City Council could direct staff to continue negotiating with the affected property owners without authorizing the City Attorney and KMTG to institute eminent domain proceedings. This alternative is not recommended because it would delay completion of the Project. Bidding the contracts and starting construction on the Project cannot occur until the City acquires possession of all of the necessary property interests to construct the Project. Further negotiations before commencing eminent domain proceedings would significantly delay the date possession of these properties could be obtained. Such delay would be contrary to the Project's public safety objectives and could jeopardize Project funding. As noted above, negotiations can and will continue if the Council adopts the Resolutions of Necessity.
3. The City Council could decide not to acquire these property interests and not to proceed with some, or all, of the Project at this time, or ever. This is not recommended since delaying construction would hinder traffic circulation, contribute to reduced pedestrian safety, and increase greenhouse gas emissions, which are contrary to the goals adopted by the City Council in the Lodi General Plan and in the San Joaquin Area Council of Governments (SACOG) 2015 Metropolitan Transportation Improvement Plan. In addition, the City could be at risk of losing State of California Section 190 Grade Separation Program funding.

#### **ENVIRONMENTAL REVIEW:**

Reynolds Ranch Project Plan (Draft EIR and Amended EIR, Project Description, Circulation & Phasing Plan, etc.)

#### **RECOMMENDED ACTIONS:**

1. Adopt a Resolution of Necessity of the City of Lodi Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition Thereof, in Connection with the Harney Lane Grade Separation Project, namely a portion of the real property located at 13160 No. West Lane, Lodi, CA, identified as Assessor's Parcel Number 058-110-47 (Costa Property), described as (i) permanent easement for right-of-way over approximately 83,381 square feet along the southside of Harney Lane; and (ii) a temporary construction easement in approximately 25,453 square feet along the southside of Harney Lane. (The property sought to be acquired is described more particularly in the legal descriptions attached to the Resolution.)
2. Adopt a Resolution of Necessity of the City of Lodi Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition Thereof, in Connection with the Harney Lane

Grade Separation Project, namely a portion of the real property located at 120 East West Lane, Lodi, CA, identified as Assessor's Parcel Number 058-130-24 (Tsutsumi Property), described as (i) permanent easement for right-of-way over approximately 96,555 square feet along the southside of Harney Lane; and (ii) two (2) temporary construction easements totaling approximately 15,875 square feet along the southside of Harney Lane. (The property sought to be acquired is described more particularly in the legal descriptions attached to the Resolution.)

**FISCAL IMPACT:**

The Measure K Renewal program will provide \$829,782 toward the total estimated right-of-way (road easements), utility easements, and temporary construction easements for the Project cost of \$1,071,900. Additional funding will be provided in the amount of \$242,118 from City of Lodi Measure K local street repair funds.

**ATTACHMENTS:**

1. Proposed Resolutions of Necessity for each of the properties; and
2. Project Location Map depicting right-of-way acquisitions (road easements and temporary construction easements) needed to construct the Harney Lane Grade Separation Project.

The following documents are also incorporated into this staff report and are available for review by the Council and public (because of their volume, they are not attached but are available from staff for review, on the Internet at the City's webpage ([www.lodi.gov](http://www.lodi.gov)), or available at the offices of other public agencies as indicated):

1. Lodi General Plan.
2. Lodi Zoning Ordinance.
3. Project Plans and Specifications.
4. Harney Lane Specific Plan, May 2011.
5. San Joaquin Area Council of Governments (SACOG) 2025 Metropolitan Transportation Improvement Plan.
6. Draft Environmental Impact Report and Amended Environmental Impact Report for the Reynolds Ranch Project.
7. Mitigated Negative Declaration for the Harney Lane Grade Separation Project, including Conditions of Approval/Mitigation Measures and Initial Study.
8. Harney Lane/UPRR Grade Separation Feasibility Study (August 2010).
9. Offer letters to the property owners pursuant to Government Code Section 7267.2.
10. Notice of Hearing regarding City of Lodi's Intent to Adopt Resolution of Necessity to Acquire Property by Eminent Domain, mailed to Felix Costa & Sons (property owner) on or about July 14, 2014.
11. Notice of Hearing regarding City of Lodi's Intent to Adopt Resolution of Necessity to Acquire Property by Eminent Domain, mailed to Gary Tsutsumi and Diane Y. Tsutsumi (property owners) on or about July 14, 2014.

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Janice D. Magdich  
City Attorney

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING THE PUBLIC NECESSITY FOR AND AUTHORIZING THE INITIATION OF  
EMINENT DOMAIN PROCEEDINGS TO SECURE REAL PROPERTY INTERESTS  
NECESSARY TO CONSTRUCT  
THE HARNEY LANE GRADE SEPARATION PROJECT  
[CODE CIV. PROC. §§ 1245.220, 1245.230]

Property Owner: F&L Costa Family L.P.

A Portion of APN: 058-110-47

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WHEREAS, the City of Lodi (“City”) is a public agency of the State of California and is authorized to exercise the power of eminent domain; and

WHEREAS, the California Constitution and Code of Civil Procedure §§ 1230.010 *et seq.* authorize the City to acquire property interests for public purposes by eminent domain procedures; and

WHEREAS, the City intends to construct the Harney Lane Grade Separation Project to improve, realign, widen and grade separate Harney Lane over the existing UPRR tracks between South Stockton Street and South Hutchins Street in Lodi (the “Project”); and

WHEREAS, the main objectives of the Project include: (i) eliminating the current level of service deficiencies at the Harney Lane/UPRR at-grade crossing; (ii) improving response times for emergency vehicles; (iii) correcting existing and anticipated future traffic operational deficiencies; (iv) reducing in vehicle emissions associated with vehicles idling at the grade crossing; (v) accommodating increased traffic demand generated by approved and planned growth in the City and the surrounding areas, consistent with the City’s General Plan; and (vi) increasing vehicular and pedestrian safety at the Harney Lane/UPRR at-grade crossing; and

WHEREAS, in order to complete the Project, it will be necessary for the City to acquire certain interests in real property, including permanent right-of-way easements and temporary construction easements in real property identified as a portion of Assessor’s Parcel No. 058-110-47; and

WHEREAS, the permanent right-of-way easement is described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein by reference and the temporary construction easement is described in Exhibit “C” and depicted on Exhibit “D” attached hereto and incorporated herein by reference (collectively “Property”); and

WHEREAS, the Property is located entirely within the boundaries of the City; and

WHEREAS, to the extent that the Property is already appropriated to a public use, the use of the Property for Project purposes constitutes a more necessary public use pursuant to Code of Civil Procedure § 1240.610, *et seq.*

WHEREAS, the City has investigated and examined the alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the City has complied with the requirements of the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.*, in regards to the acquisition of the Property; and

WHEREAS, the City has complied with requirements of the Government Code Section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owner of record; and

WHEREAS, the City finds and determines that Notice of its Intention to Adopt this Resolution of Necessity was duly given as required by Code of Civil Procedure § 1245.235 on or about July 14, 2014; and

WHEREAS, the Notice of Hearing advised the owners of record of their right to be heard on the matters referred to therein on August 6, 2014 at the Lodi City Council meeting; and

WHEREAS, a written request to appear was received from F&L Costa Family, L.P.; and

WHEREAS, the hearing set out in the Notice of Intent to Adopt Resolution of Necessity was held on August 6, 2014, as required by the Code of Civil Procedure § 1245.235, at the time and place stated therein, all interested parties were given an opportunity to be heard, and the City did hear and consider all of the evidence presented.

NOW, THEREFORE, based on the evidence presented,

BE IT FOUND, DETERMINED AND RESOLVED by at least a two-thirds vote of all of the members of the Lodi City Council under Code of Civil Procedure §§ 1240.030 and 1245.230, that the City finds and determines each of the following:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the permanent and temporary easement interests in the Property, as described and depicted in Exhibits A, B, C and D, are required to be taken by the City for and in conjunction with the Project;
3. The City is authorized to acquire the Property pursuant to the provisions of Government Code §§ 37350.5, 37353, 40401 and 40404, and the provisions of Eminent Domain Law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with § 1230.010), including § 1240.410, *et seq.*;
4. Acquisition of the Property for and in conjunction with the Project promotes public safety and the general welfare, is authorized by Government Code §§ 37350.5, 37353, 40401 and 40404, and is therefore a public use;
5. Based upon the evidence presented, the Lodi City Council hereby finds, determines, declares and resolves each of the following:
  - A. The public interest and necessity require the proposed Project;
  - B. The proposed Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and
  - C. The Property interests sought to be acquired as described and depicted in Exhibits A, B, C and D are necessary for the proposed Project.

- D. The offer required by Government Code § 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation, was made to all known and determined owner(s) of record.
- E. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property have been complied with by the City.

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized and directed to disburse all funds and make any and all deposits to obtain possession of and title to the Property, including but not limited to the deposit of the probable amount of compensation based on an appraisal pursuant to Code of Civil Procedure §§ 1255.010, *et seq.*, with the California State Treasurer's Office.

BE IT FURTHER RESOLVED, that the City Attorney and the law firm of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation ("KMTG"), are hereby authorized and directed to prepare, commence and prosecute proceedings in eminent domain in the appropriate court to acquire the Property described in Exhibits A and C and depicted on Exhibits B and D. The City Attorney and KMTG are hereby further authorized and directed to obtain orders for immediate possession of the Property as may be required for the proposed Project.

Dated: August 6, 2014

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I hereby certify that Resolution No. 2014-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

\_\_\_\_\_  
 JENNIFER M. ROBISON  
 City Clerk

2014-\_\_\_\_

Exhibit "A"  
Legal Description



**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

329 W. Elm Street  
Lodi, CA 95240-2003  
Phone (209) 368-6618  
Fax (209) 368-6610

Exhibit "A"

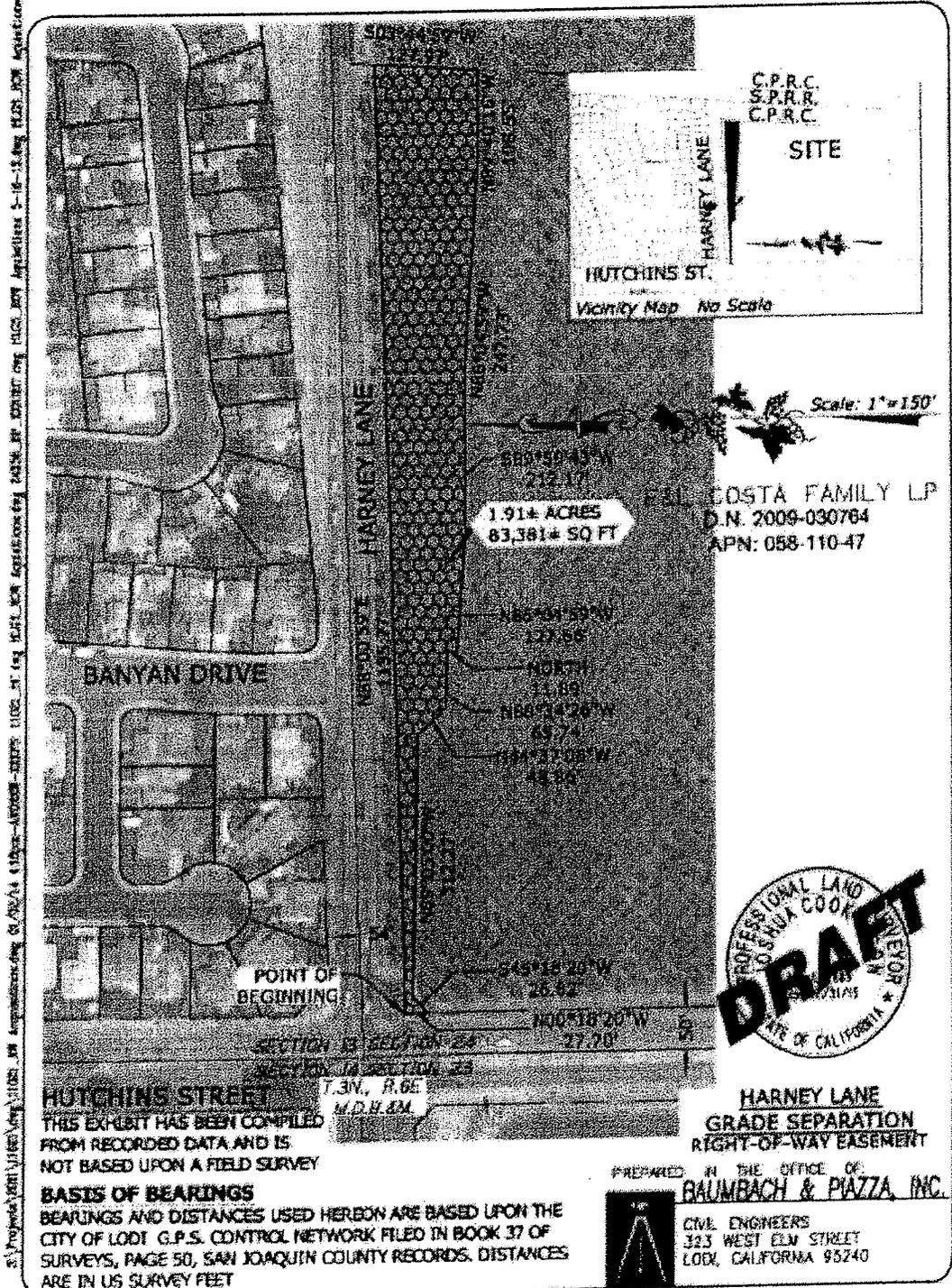
A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at a point 54.00 feet Southerly and 50.00 feet Easterly of the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, said point being the Southwest corner of the Street Easement Deed described in San Joaquin County Recorder's Instrument No. 98150867; thence along the south line of said Street Easement Deed, North 88°00'59" East, 1135.77' to the West line of the 400 foot Congressional right-of-way of the Central Pacific Railway Company; thence Southerly on a course South 3°44'59" West and along said West line of right-of-way, 127.97 feet; thence North 89°40'16" West, 108.55 feet; thence North 86°04'59" West, 247.73 feet; thence South 89°59'43" West, 212.17 feet; thence North 86°04'59" West, 127.66 feet; thence North, 11.89 feet; thence North 88°34'26" West, 65.74 feet; thence North 44°37'08" West, 48.86 feet; thence North 89°05'00" West, 312.27 feet; thence South 45°18'20" West, 26.82 feet to the East line of Hutchins Street; thence Northerly on a course North 0°13'20" West, 27.70 feet along said East line to the True Point of Beginning.



12/13/2013

Exhibit "B"  
Plat Map



S:\Projects\2009\101000\101000.dwg 11/02/14 4:10pm - APPROVED - 11/02/14 10:02 AM PLAT FOR APPLICATIONS 5-16-15 REG. FILED FOR APPLICATIONS 5-16-15 REG. FILED FOR APPLICATIONS

# EXHIBIT C

## Legal Description



**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street  
Lodi, CA 95240-2003  
Phone (209) 368-8818  
Fax (209) 368-8810

### Exhibit "A"

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

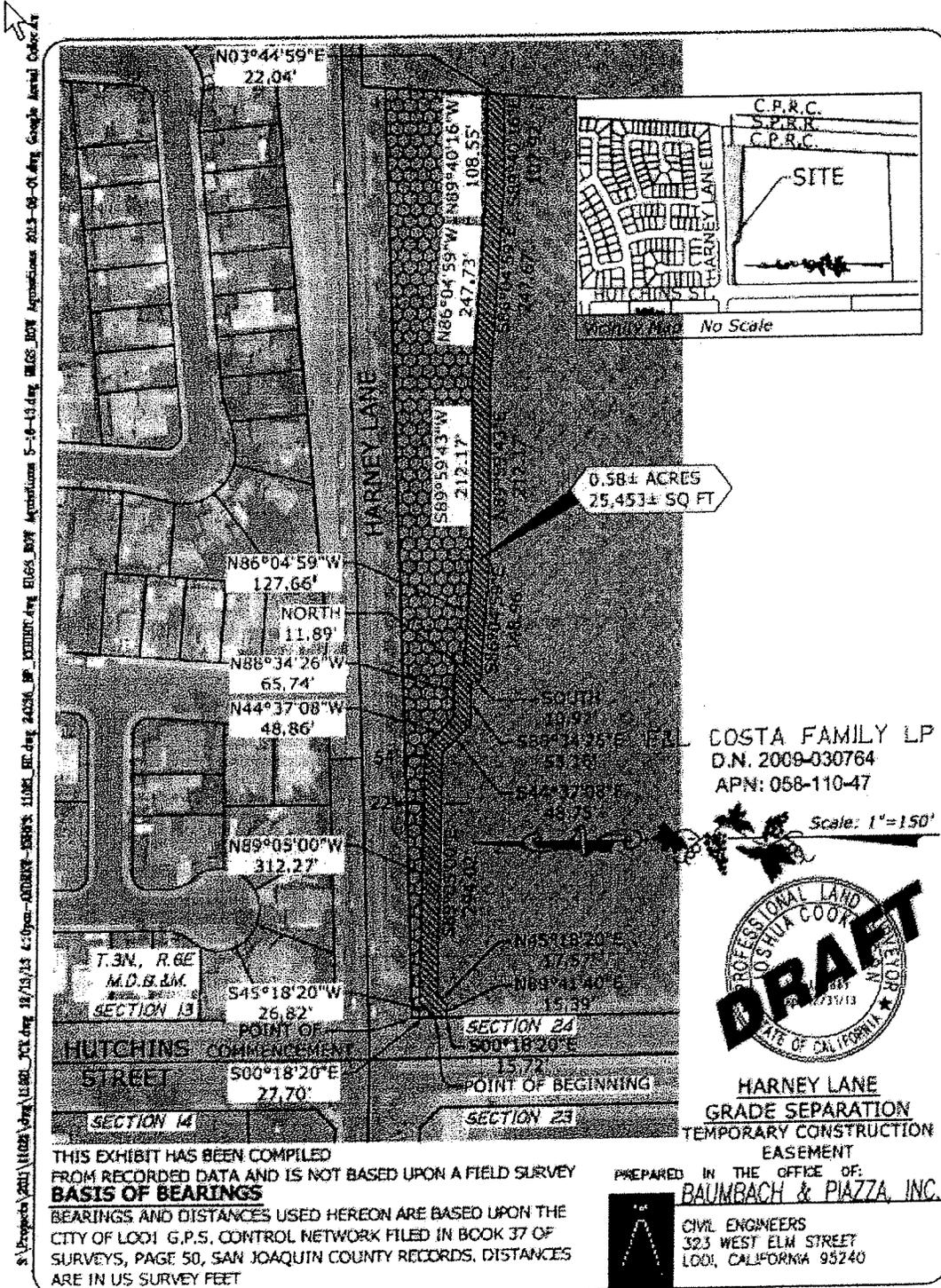
Commencing at a point 54.00 feet Southerly and 50.00 feet Easterly of the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, said point being the Southwest corner of the Street Easement Deed described in San Joaquin County Recorder's Instrument No. 98150857; thence Southerly on a course South  $00^{\circ}18'20''$  West, 27.70 feet along the East line of Hutchins Street to the True Point of Beginning; thence continue along said East line, South  $00^{\circ}18'20''$  East, 15.72 feet; thence North  $89^{\circ}41'40''$  East, 15.39 feet; thence North  $45^{\circ}18'20''$  East, 17.57 feet; thence South  $89^{\circ}05'00''$  East, 294.02 feet; thence South  $44^{\circ}37'08''$  East, 48.75 feet; thence South  $88^{\circ}34'26''$  East, 53.16 feet; thence South, 10.97 feet; thence South  $86^{\circ}04'59''$  East, 148.96 feet; thence North  $89^{\circ}59'43''$  East, 212.17 feet; thence South  $86^{\circ}04'59''$  East, 247.67 feet; thence South  $89^{\circ}40'16''$  East, 107.92 feet to the West line of the 400 foot Congressional right-of-way of the Central Pacific Railway Company; thence Northerly on a course North  $3^{\circ}44'59''$  East and along said West line of right-of-way, 22.04 feet; thence North  $89^{\circ}40'16''$  West, 108.55 feet; thence North  $86^{\circ}04'59''$  West, 247.73 feet; thence South  $89^{\circ}59'43''$  West, 212.17 feet; thence North  $86^{\circ}04'59''$  West, 127.66 feet; thence North, 11.89 feet; thence North  $88^{\circ}34'26''$  West, 65.74 feet; thence North  $44^{\circ}37'08''$  West, 48.86 feet; thence North  $89^{\circ}05'00''$  West, 312.27 feet; thence South  $45^{\circ}18'20''$  West, 26.82 feet to the True Point of Beginning.



12/13/2013

# EXHIBIT D

## Plat Map



S:\Projects\2011\1028\1028.dwg 10:50 PCT.dwg 10/15/11 2:05pm ANDREW-BERRY'S HOME, RE.dwg 2/23/11 11:56 AM 5-16-13.dwg 01:05 PM Approximate 2013-08-01.dwg Google Aerial Color 2

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING THE PUBLIC NECESSITY FOR AND AUTHORIZING THE INITIATION OF  
EMINENT DOMAIN PROCEEDINGS TO SECURE REAL PROPERTY INTERESTS  
NECESSARY TO CONSTRUCT  
THE HARNEY LANE GRADE SEPARATION PROJECT  
[CODE CIV. PROC. §§ 1245.220, 1245.230]

Property Owners: Gary and Joyce Tsutsumi 2011 Trust and Diane Y. Tsutsumi

A Portion of APN: 058-130-24

=====

WHEREAS, the City of Lodi (“City”) is a public agency of the State of California and is authorized to exercise the power of eminent domain; and

WHEREAS, the California Constitution and Code of Civil Procedure §§ 1230.010 *et seq.* authorize the City to acquire property interests for public purposes by eminent domain procedures; and

WHEREAS, the City intends to construct the Harney Lane Grade Separation Project to improve, realign, widen and grade separate Harney Lane over the existing UPRR tracks between South Stockton Street and South Hutchins Street in Lodi (the “Project”); and

WHEREAS, the main objectives of the Project include: (i) eliminating the current level of service deficiencies at the Harney Lane/UPRR at-grade crossing; (ii) improving response times for emergency vehicles; (iii) correcting existing and anticipated future traffic operational deficiencies; (iv) reducing in vehicle emissions associated with vehicles idling at the grade crossing; (v) accommodating increased traffic demand generated by approved and planned growth in the City and the surrounding areas, consistent with the City’s General Plan; and (vi) increasing vehicular and pedestrian safety at the Harney Lane/UPRR at-grade crossing; and

WHEREAS, in order to complete the Project, it will be necessary for the City to acquire certain interests in real property, including permanent right-of-way easements and temporary construction easements in real property identified as a portion of APN 058-130-24; and

WHEREAS, the permanent right-of-way easement is described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein by reference and the temporary construction easements are described in Exhibit “C” and depicted on Exhibit “D” attached hereto and incorporated herein by reference (collectively “Property”); and

WHEREAS, the Property is located entirely within the boundaries of the City; and

WHEREAS, to the extent that the Property is already appropriated to a public use, the use of the Property for Project purposes constitutes a more necessary public use pursuant to Code of Civil Procedure § 1240.610, *et seq.*

WHEREAS, the City has investigated and examined the alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the City has complied with the requirements of the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.*, in regards to the acquisition of the Property; and

WHEREAS, the City has complied with requirements of the Government Code Section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owners of record; and

WHEREAS, the City finds and determines that Notice of its Intention to Adopt this Resolution of Necessity was duly given as required by Code of Civil Procedure § 1245.235 on or about July 14, 2014; and

WHEREAS, the Notice of Hearing advised the owners of record of their right to be heard on the matters referred to therein on August 6, 2014 at the Lodi City Council meeting; and

WHEREAS, a written request to appear was received from Gary Tsutsumi on behalf of the property owners; and

WHEREAS, the hearing set out in the Notice of Intent to Adopt Resolution of Necessity was held on August 6, 2014, as required by the Code of Civil Procedure § 1245.235, at the time and place stated therein, all interested parties were given an opportunity to be heard, and the City did hear and consider all of the evidence presented.

NOW, THEREFORE, based on the evidence presented,

BE IT FOUND, DETERMINED AND RESOLVED by at least a two-thirds vote of all of the members of the Lodi City Council under Code of Civil Procedure §§ 1240.030 and 1245.230, that the City finds and determines each of the following:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the permanent and temporary easement interests in the Property, as described and depicted in Exhibits A, B, C and D, are required to be taken by the City for and in conjunction with the Project;
3. The City is authorized to acquire the Property pursuant to the provisions of Government Code §§ 37350.5, 37353, 40401 and 40404, and the provisions of Eminent Domain Law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with § 1230.010), including § 1240.410, *et seq.*;
4. Acquisition of the Property for and in conjunction with the Project promotes public safety and the general welfare, is authorized by Government Code §§ 37350.5, 37353, 40401 and 40404, and is therefore a public use;
5. Based upon the evidence presented, the Lodi City Council hereby finds, determines, declares and resolves each of the following:
  - A. The public interest and necessity require the proposed Project;
  - B. The proposed Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and

- C. The Property interests sought to be acquired as described and depicted in Exhibits A, B, C and D are necessary for the proposed Project.
- D. The offer required by Government Code § 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation, was made to all known and determined owner(s) of record.
- E. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property have been complied with by the City.

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized and directed to disburse all funds and make any and all deposits to obtain possession of and title to the Property, including but not limited to the deposit of the probable amount of compensation based on an appraisal pursuant to Code of Civil Procedure §§ 1255.010, *et seq.*, with the California State Treasurer's Office.

BE IT FURTHER RESOLVED, that the City Attorney and the law firm of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation ("KMTG"), are hereby authorized and directed to prepare, commence and prosecute proceedings in eminent domain in the appropriate court to acquire the Property described in Exhibits A and C and depicted on Exhibits B and D. The City Attorney and KMTG are hereby further authorized and directed to obtain orders for immediate possession of the Property as may be required for the proposed Project.

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

\_\_\_\_\_  
 JENNIFER M. ROBISON  
 City Clerk

2014-\_\_\_\_

Exhibit "A"  
Legal Description



**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street  
Lodi, CA 95240-2003  
Phone (209) 368-6618  
Fax (209) 368-6610

Exhibit "A"

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northeast corner of the northwest quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24, South 87°24'00" West, 210.00 feet; thence South 00°51'00" East, 25.01 feet to the South line of Harney Lane, and the True Point of Beginning; thence continue along said South line, South 87°24'00" West, 858.52 feet to the Easterly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Easterly line, South 03°08'00" West, 157.27 feet; thence North 85°23'48" East, 272.90 feet; thence North 77°11'34" East, 377.73 feet; thence North 78°44'44" East, 106.99 feet; thence North 83°27'45" East, 78.23 feet; thence North 89°09'00" East, 44.13 feet to the east line of that property described in San Joaquin County Recorder's Document No. 2009-051326; thence North 00°51'00" West along said east line, 55.91 feet to the True Point of Beginning.





# EXHIBIT C

## Legal Description



**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street  
Lodi, CA 93240-2003  
Phone (209) 368-6618  
Fax (209) 368-6610



### Exhibit "A"

#### Temporary Construction Easement #1

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northeast corner of the northwest quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24, South 87°24'00" West, 210.00 feet; thence South 00°51'00" East, 84.92 feet to the True Point of Beginning; thence South 89°09'00" West, 5.00 feet; thence South 00°51'00" East, 142.34 feet; thence North 87°24'00" East, 5.00 feet; thence North 00°51'00" West, 142.19 feet to the True Point of Beginning.

#### Temporary Construction Easement #2

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northeast corner of the northwest quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24, South 87°24'00" West, 210.00 feet; thence South 00°51'00" East, 84.92 feet; thence South 89°09'00" West, 44.13 feet; thence South 83°27'45" West, 78.23 feet; thence South 78°44'44" West, 2.60 feet to the True Point of Beginning; thence South 78°44'44" West, 104.39 feet; thence South 77°11'34" West, 377.73 feet; thence South 85°23'48" West, 272.90 feet; thence South 03°08'00" West, 20.18 feet; thence North 85°23'48" East, 277.05 feet; thence North 77°11'34" East, 378.89 feet; thence North 78°44'44" East, 101.12 feet; thence North 02°43'50" West, 20.22 feet to the True Point of Beginning.



RECEIVED  
JUL 23 2014  
CITY MANAGER'S OFFICE

Steven A. Herum  
sherum@herumcrabtree.com

July 21, 2014

Mr. Stephen Schwabauer  
City Manager  
City of Lodi  
221 West Pine Street, City Hall  
P.O. Box 3006  
Lodi, California 95241

Re: Request to Speak

Dear Mr. Schwabauer:

This office represents Felix Costa & Sons. In response to your letter of July 14, 2014 my client requests the opportunity to speak at the Lodi City Council hearing scheduled for August 6, 2014.

In advance, thank you for your attention to this matter.

Very truly yours,



STEVEN A. HERUM  
Attorney-at-Law

SAH:lac

cc: Client

RECEIVED

JUL 23 2014

CITY MANAGER'S OFFICE

Steven A. Herum  
sherum@herumcrabtree.com

July 21, 2014

Mr. Stephen Schwabauer  
City Manager  
City of Lodi  
221 West Pine Street, City Hall  
P.O. Box 3006  
Lodi, California 95241

Re: Request to Speak

Dear Mr. Schwabauer:

This office represents Gary Tsutsumi. In response to your letter of July 14, 2014 my client requests the opportunity to speak at the Lodi City Council hearing scheduled for August 6, 2014.

In advance, thank you for your attention to this matter.

Very truly yours,



STEVEN A. HERUM  
Attorney-at-Law

SAH:iac

cc: Client

July 17, 20014

**RECEIVED**

**JUL 21 2014**

**CITY MANAGER'S OFFICE**

Stephen Schwabauer,

City Manager

City of Lodi

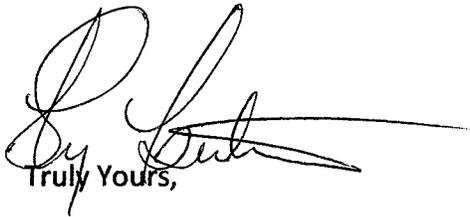
P.O. Box 3006

Lodi, Ca. 95240

RE: City of Lodi's Acquisition of Easement in APN 058-130-24

120 East Harney Lane, Lodi, CA.

Please accept this request to appear and be heard on August 6, 2014 before the City Council regarding the Resolution of Necessity to acquire the property described as on the San Joaquin Assessor's Parcel number 058-130-24.



Truly Yours,

Gary Tsutsumi

Property Owner

120 East Harney Lane



*Please immediately confirm receipt  
of this fax by calling 333-6702*

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS OF NECESSITY FOR THE ACQUISITION IN EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC PURPOSES IN CONNECTION WITH THE HARNEY LANE GRADE SEPARATION PROJECT

**PUBLISH DATE:** SATURDAY, JULY 5, 2014

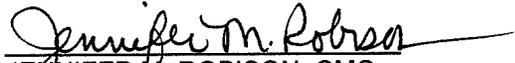
**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL-OLSON  
**LNS ACCT. #0510052** CITY CLERK/LEGISLATIVE AFFAIRS OFFICER  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** TUESDAY, JULY 1, 2014

**ORDERED BY:** RANDI JOHL-OLSON  
CITY CLERK/LEGISLATIVE AFFAIRS OFFICER

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
ELENA STODDARD  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Faxed to the Sentinel at 369-1084 at \_\_\_\_\_ (time) on \_\_\_\_\_ (date) \_\_\_\_\_ (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ ES \_\_\_\_\_ JMR (initials)



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS OF NECESSITY FOR THE ACQUISITION IN EMINENT DOMAIN OF CERTAIN REAL PROPERTY FOR PUBLIC PURPOSES IN CONNECTION WITH THE HARNEY LANE GRADE SEPARATION PROJECT**

On Thursday, July 3, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adoption of resolutions of necessity for the acquisition in eminent domain of certain real property for public purposes in connection with the Harney Lane Grade Separation Project (attached and marked as Exhibit A) was posted at the following locations:

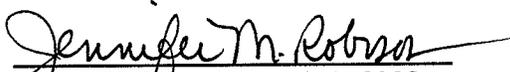
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 3, 2014, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON  
CITY CLERK/LEGISLATIVE  
AFFAIRS OFFICER**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
ELENA STODDARD  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: August 6, 2014

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl-Olson**

**City Clerk/Legislative Affairs Officer**

**Telephone: (209) 333-6702**

### **NOTICE OF PUBLIC HEARING**

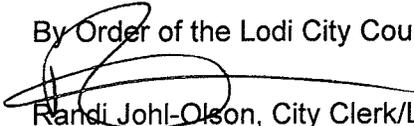
**NOTICE IS HEREBY GIVEN** that on **Wednesday, August 6, 2014**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Adoption of resolutions of necessity for the acquisition in eminent domain of certain real property for public purposes, namely the real property identified below, in connection with the Harney Lane Grade Separation Project:**
1. **A portion of property located at 13160 North West Lane (APN 058-110-47), negotiating party: F&L Costa Family L.P.;**
  2. **A portion of property located at 120 East Harney Lane (APN 058-130-24), negotiating party: Diane Tsutsumi and Gary & Joyce Tsutsumi 2011 Trust;**
  3. **A portion of property located at 2601 South Stockton Street (APN 058-130-02), negotiating parties: Sean & Summer Varner;**
  4. **A portion of property located at 127 East Harney Lane (APN 062-410-25), negotiating party: Valley Iron Works, Inc.;**
  5. **A portion of property located at 24 Maggio Circle (APN 062-410-26), negotiating party: Reynolds Family, LLC;**
  6. **A portion of property identified as APN 058-100-03, negotiating party: FF, L.P.; and**
  7. **A portion of property located at 2538 Banyan Drive (APN 062-260-11), negotiating party: Sorour Partners, L.P., a California Limited Partnership.**

Information regarding this item may be obtained in the City Attorney's Office, 221 West Pine Street, Lodi, (209) 333-6701. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

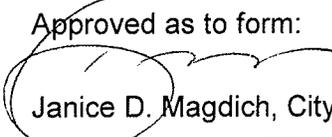
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Randi Johl-Olson, City Clerk/Legislative Affairs Officer

**Dated: June 18, 2014**

Approved as to form:

  
Janice D. Magdich, City Attorney



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Conduct a Public Hearing to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 227 Medium-Density Residential and 330 High-Density Residential Growth Management Allocations for Reynolds Ranch Subdivision

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Community Development Director

---

**RECOMMENDED ACTION:** Conduct a public hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 227 Medium-Density residential and 330 High-Density residential Growth Management Allocations for Reynolds Ranch Subdivision.

**BACKGROUND INFORMATION:** The Reynolds Ranch project annexed in to the City of Lodi in 2006 as a mixed-use development. The City certified an environmental impact report, approved a new General Plan and Zoning designation (PD-39) and entered into a Development Agreement (later terminated). PD-39 paved the way for retail and commercial uses, a public park, fire station, a self-storage facility, and the Blue Shield office complex, a major component of the development. Subsequently, portions of the project site developed, including Costco public warehouse, Home Depot, and three smaller pads are currently under construction. The developer is now proceeding with the next phases of the plan, including the Phase 3A commercial project approved in February 2014 and now the residential component.

Subsequently, the City of Lodi adopted the Lodi General Plan in April 2010. This land use document utilizes the same land use designations as the previous annexation documents. The Lodi Zoning/Development Code was adopted in March 2013. On February 20, 2014, Skinner Ranch Holdings, LP submitted an application for the Reynolds Ranch Subdivision project, which includes a Vesting Tentative Subdivision Map and review of the development standards for the Planned Development Unit.

As part of the City's Growth Management program and subdivision map approval process, the Planning Commission reviews the requests that have been submitted to the City. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On June 25, 2014, the Planning Commission held a public hearing regarding the 2014 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by Skinner Ranch Holdings, LP for (i) Growth Management Allocation for 227 Medium-Density Residential Lots and 330 High-Density Units; (ii) a Vested Subdivision Map for the Proposed Reynolds Ranch Subdivision, a 78-acre, 557 unit subdivision; and (iii) adopted Development Standards for the subdivision known as Van Ruiten Ranch Subdivision located within Planned Development 39 Zoning District.

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

The Commission received a staff report, heard the staff presentation; asked questions of staff as well as the applicant, opened the hearing to the public for testimony in support and in opposition to the application, closed the public hearing and voted 7-0 to recommend the City Council approve the applicant's request for 227 Medium-Density Residential, and 330 High-Density growth management allocation units

**ANALYSIS**

The proposed Vesting Tentative Map would subdivide the project parcel into 227 Medium-Density residential single-family lots, 1 high density lot (14.3 acres net) for future development, 1 – 10.2 acre detention basin, 1 – 2.19 acre park site, and associated public roadways.

The subject site consists of a vacant 78-acre parcel located at the extension of Lebaron Boulevard, west of Reynolds Ranch Parkway. The parcel represents 78 acres of the 220 acre “Reynolds Ranch Project” annexed into the City in 2006. Surrounding land uses include agricultural land to the north, south and west and urban uses to the east. The topography of the site is relatively flat and vineyards make up the entire site.

The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City’s population, compounded annually. Once the number of allocable units is figured, the City requires that the allocation units be distributed among housing types as follows; 65 percent low density, 10 percent medium density and 25 percent high density. The following calculation explains the current City population of **63,651** as of January 1, 2014 and **453** units available for 2014:

1. Calculate two percent of the City’s current population: **63,651** x 2% = 1,273.02
2. Divide 1,273 by the average number of persons per household 1,273/2.812 = 452.70
3. Divide the 452.70 (**453** du) units into the 3 housing types:
  - 65% low density = 294 units
  - 10% medium density = 46 units
  - 25% high density = 113 units

In 2013, the City Council expired allocations accumulated since 2008. In the five-year period since 2008, 2,235 allocations were added to the reserve. The Council eliminated 800 Low Density and 1,435 High Density allocations. This Council action created a new balance of **4,674** as detailed below in Table A.

**Table A: Growth Management Allocation History**

Density	Base Available Allocations		
	Total Available for 2012	2% Allocations for 2013	Total Available for 2013
Low (0.1-7)	2,995	291	3,286
Medium (7.1-20)	557	45	602
High (20.1-30)	1,122	112	1,234
<b>TOTAL</b>	<b>4,674</b>	<b>448</b>	<b>5,122</b>

**Table B** identifies the available Allocations in 2013, Allocations provided to projects in 2013 and those available for 2014.

**Table B: Growth Management Allocation for 2014**

	Available Allocations			
	Total Available for 2013	Total Allocated in 2013 (Rose Gate)	2% Allocations for 2014	Total Available for 2014
Low (0.1-7)	3,286	- 232 (3,054)	294	3,348
Medium (7.1-20)	602	- 0 (602)	46	648
High (20.1-30)	1,234	- 0 (1,234)	113	1,347
<b>TOTAL</b>	<b>5,122</b>	<b>4,890</b>	<b>453</b>	<b>5,343</b>

As indicated above in the background discussion, the present project is being reviewed for growth management allocations for 2014. The applicant has submitted an application for 227 medium density growth management allocation units (7.1-20 units/acre) and 330 high density growth management allocation units (20 - 35 units/acre). **Table C** identifies the 2014 Total Allocations, the requested Allocations for the project, and the remaining overall Allocations.

**Table C: Growth Management Allocation for Van Ruiten Ranch**

Density	Available Allocations				
	Total Available for 2014	Allocation for Van Ruiten Ranch	Allocation for Reynolds Ranch	Remaining Allocations for 2014	Total Remaining for 2014
Low (0.1-7)	3,348	145	0	145 – 294 (149)	3,203
Medium (7.1-20)	648	55	227	282 – 46 (-236)	366
High (20.1-30)	1,347	88	330	418 – 113 (-305)	929
<b>TOTAL</b>	<b>5,343</b>	<b>288</b>	<b>557</b>	<b>- 392</b>	<b>4,498</b>

Although a design for the high density parcel will be determined in the future, staff has requested that the applicant include the growth allocation for the high density project now. The 330 units are 23 units per acre on the 14.3 acre site and this is at the lower density range to be consistent with the General Plan. By allocating the high density units, the City is reducing obstacles for development of potentially affordable units in compliance with the Housing Element. Staff recommends approval of the growth allocations requested.

The Growth Management Ordinance includes a priority location area and a point system to assist the City with prioritizing issuance of growth management allocations. The priority location area designates lands available for development and provides development categories of one, two or three, with Priority Area 1 being the first priority area for development. The priority areas are based on availability of city services (e.g., water, wastewater, storm drains, streets, police, fire and parks). The proposed project site is classified as an in-fill project. For scoring purposes in-fill projects are considered Priority Area 1 projects. The point system was established to rate projects based on various project merits in order to determine if one project should be approved before another, particularly if there are more allocation requests than there are available allocations. However, because the City hasn't had growth management allocation requests since 2006, surplus allocations have been accumulated.

The proposed vesting tentative map is consistent with the current General Plan (2010). The proposed exclusively residential development aligns with the residential land use designations and densities assigned to the site in the current General Plan. The site for the proposed subdivision is suitable for the density and type of development proposed in that it is a flat piece of land. The project design of the subdivision and type of improvements proposed would not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision in that there are no existing public access easements on the site. The Planning Commission reviewed the project in its entirety and recommended the City Council grant the applicant 227 Medium-Density Residential and 330 High-Density Residential Growth Management Allocations.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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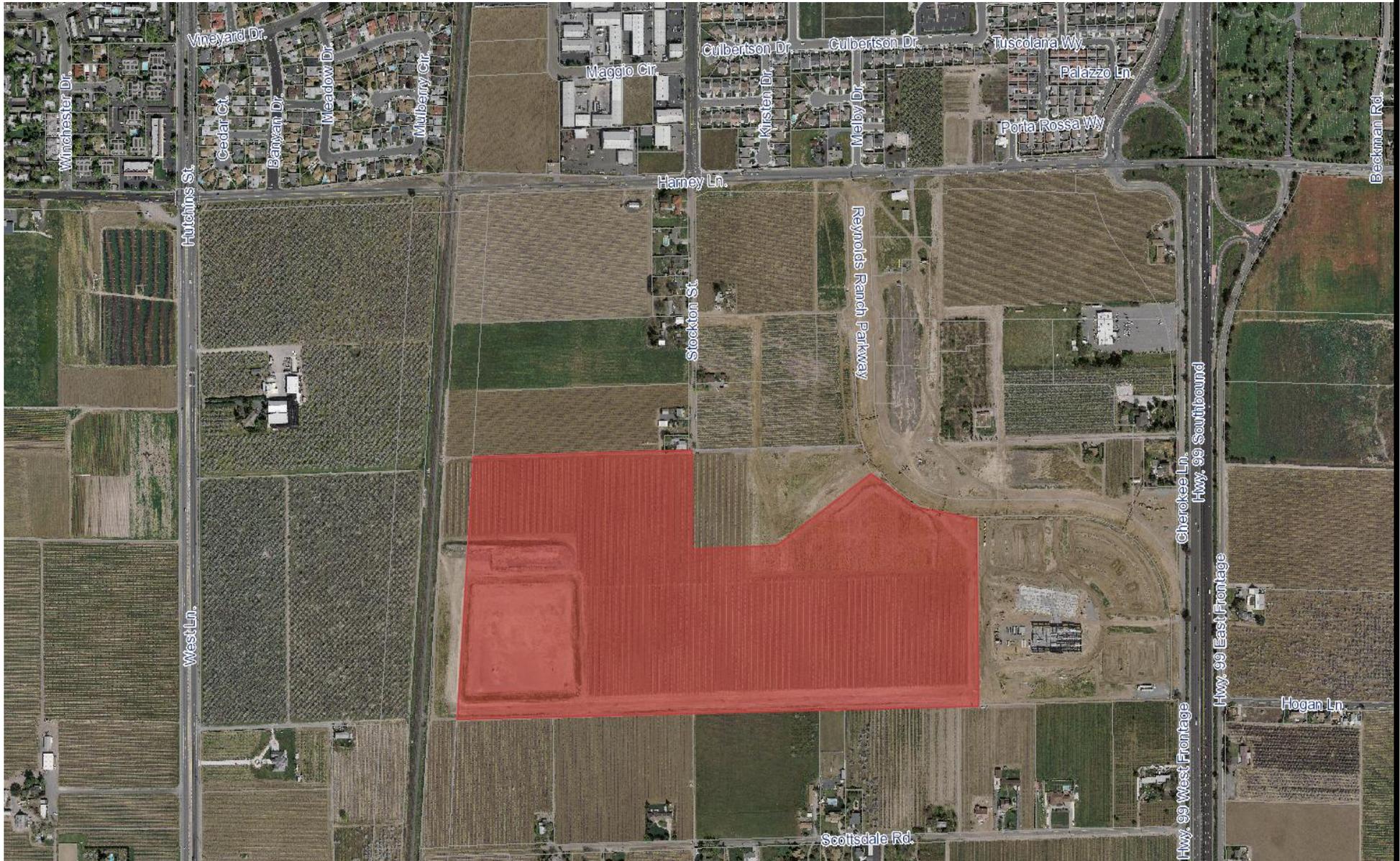
Stephen Schwabauer  
Community Development Director

CH

Attachment:

1. Aerial /Vicinity Map
2. Tentative Subdivision Map
3. Planning Commission Staff Report
4. Planning Commission Resolution
5. Planning Commission minutes of June 25, 2014
6. Draft Resolution

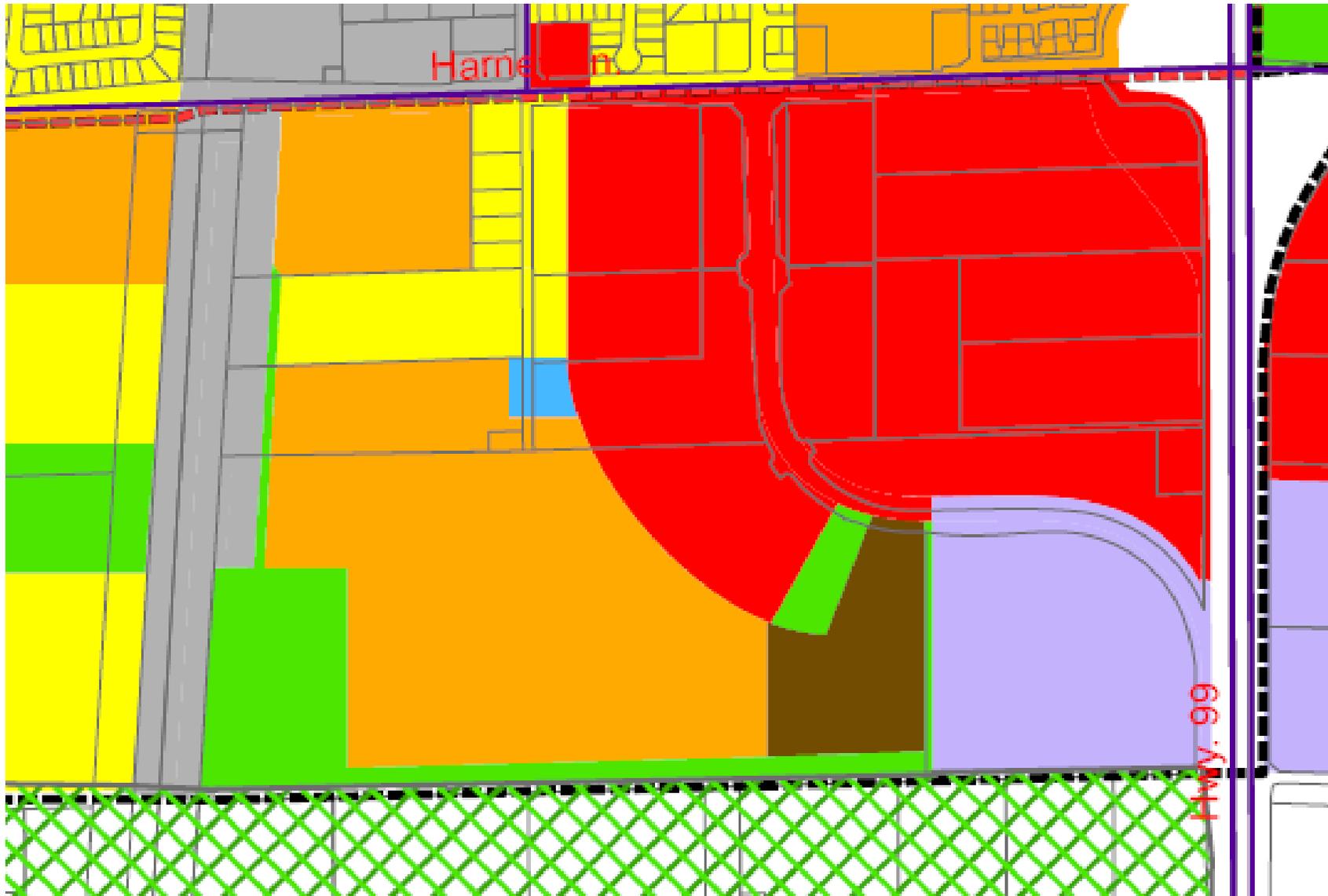
# VICINITY MAP



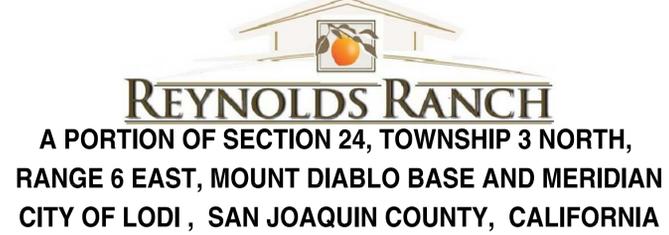
## Reynolds Ranch Subdivision

# General Plan Map

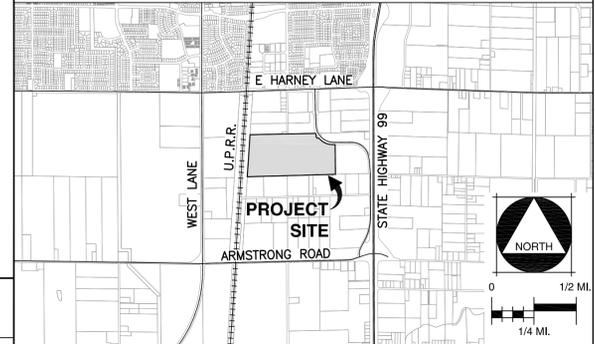
## Reynolds Ranch



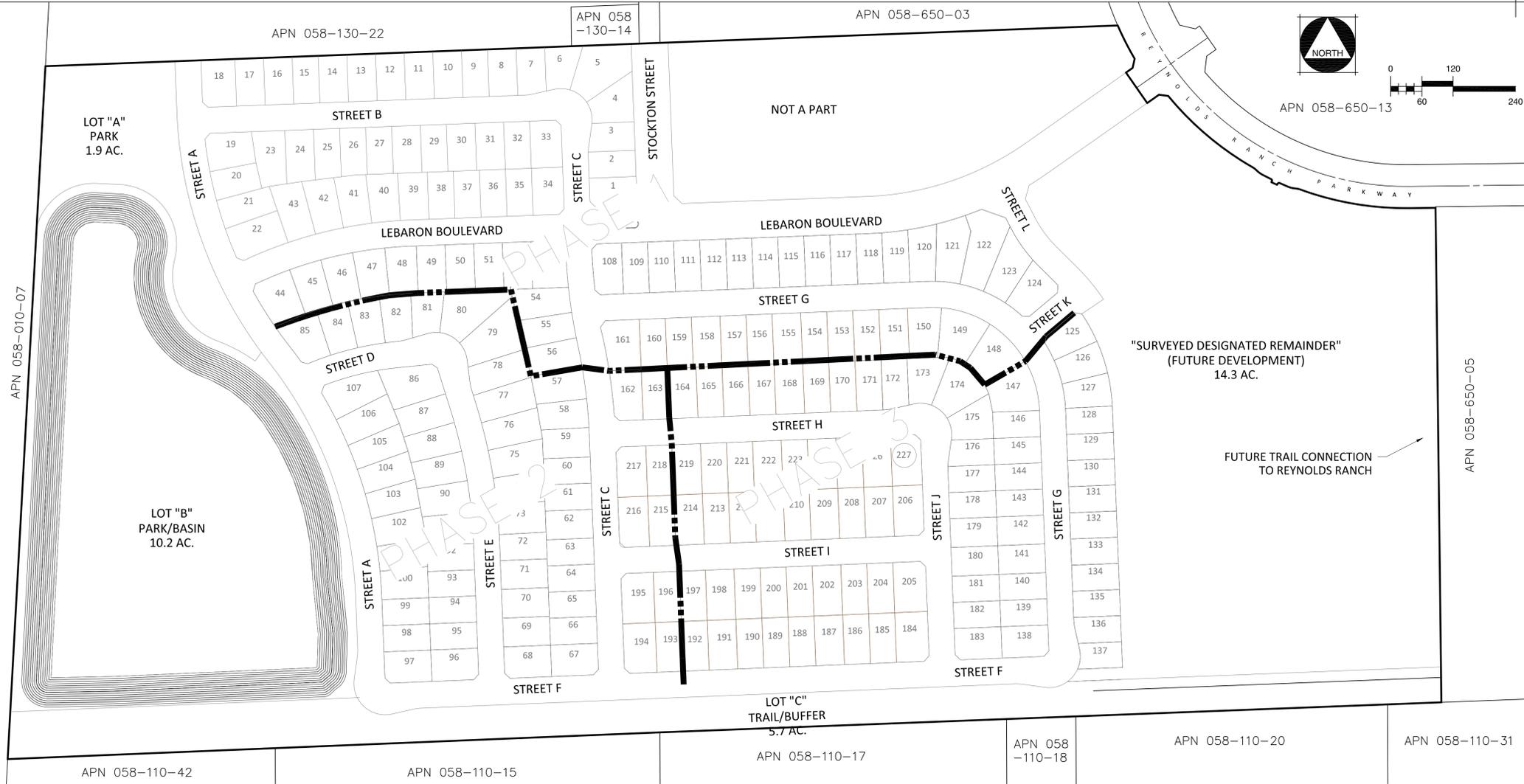
TRACT NO. 3805  
**VESTING TENTATIVE SUBDIVISION MAP**



**VICINITY MAP**



**SITE PLAN**



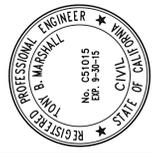
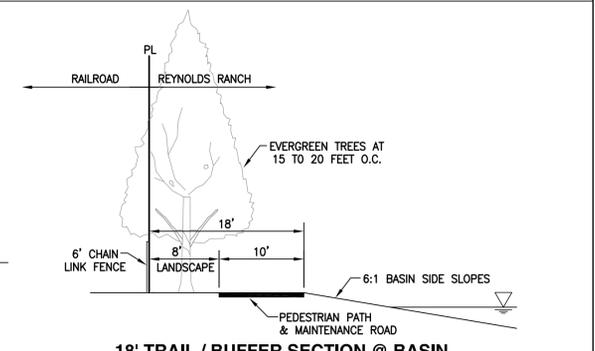
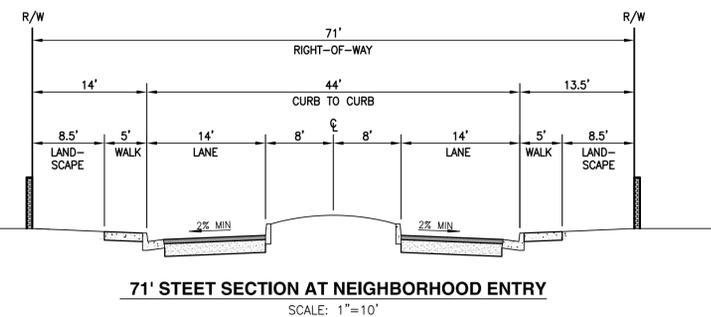
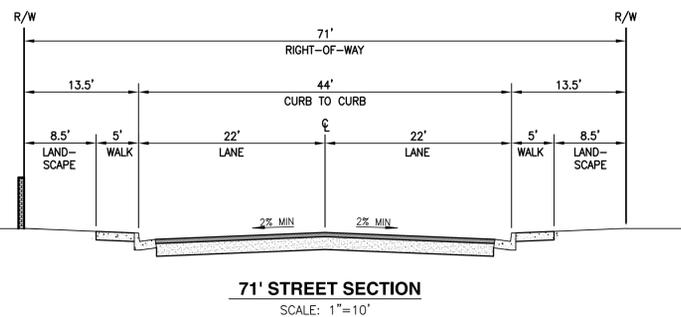
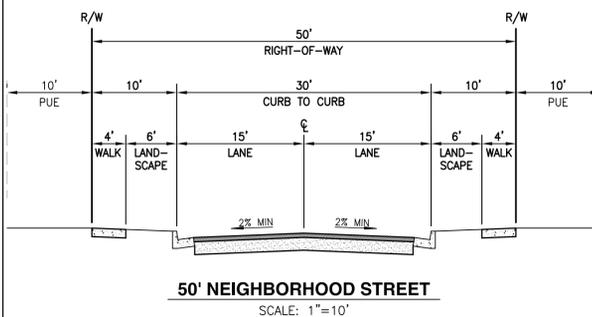
**NOTES**

- OWNER/SUBDIVIDER: SKINNER RANCH HOLDINGS, LP  
1420 S. MILLS AVENUE, STE. M  
LODI, CA 95240  
(209) 333-3400  
DALE GILLESPIE
- APPLICANT: SKINNER RANCH HOLDINGS, LP  
1420 S. MILLS AVENUE, STE. M  
LODI, CA 95240  
(209) 333-3400
- ENGINEER: MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CA 95336
- NO. OF LOTS: 227
- LAND USE: EXISTING: AGRICULTURAL  
PROPOSED: SINGLE FAMILY RESIDENTIAL
- ZONING: PD-PLANNED DEVELOPMENT
- TOTAL AREA: 78.08 ACRES  
TOTAL DEVELOPED AREA: 72.78 ACRES
- UTILITIES: WATER: CITY OF LODI  
TELEPHONE: AT&T  
GAS: PACIFIC GAS & ELECTRIC COMPANY  
ELECTRIC: LODI ELECTRIC  
CABLE TV: COMCAST  
STORM DRAINAGE: CITY OF LODI  
IRRIGATION: WOODBRIDGE IRRIGATION DISTRICT
- APN: 058-650-04
- THE PROPERTY HAS A GENTLE SLOPE WITH ELEVATIONS RANGING FROM 45'-48'.
- STREET NAMES ARE SUBJECT TO APPROVAL BY CITY OF LODI.
- EXISTING BOUNDARY BASED ON RECORD INFORMATION.
- PUBLIC UTILITY EASEMENTS SHALL BE DEDICATED ALONG ALL STREET FRONTS.
- THIS PROPERTY IS NOT SUBJECT TO INUNDATION.
- THIS PROJECT MAY BE DEVELOPED IN PHASES PER DEVELOPERS OPTION.
- PORTION OF THIS PROPERTY IS IN FLOOD ZONES X 0.2% ANNUAL CHANCE OF FLOOD HAZARD & OUTSIDE THE 0.2% ANNUAL CHANCE PER FEMA ISSUED FLOOD INSURANCE RATE MAPS (COMMUNITY ID: 06077C03077)

**INDEX**

- GENERAL NOTES, KEY MAP, AND LEGEND
- TOPOGRAPHIC SURVEY
- 4 DIMENSION PLAN
- GRADING PLAN
- UTILITY PLAN

**STREET SECTIONS**



MCR ENGINEERING, INC.  
 1242 DUPONT COURT  
 MANTECA, CA 95336  
 TEL: (209) 239-6229  
 FAX: (209) 239-8839



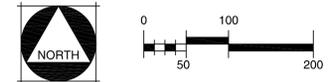
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JOB NO. 13-093	DATE 06/10/14	SCALE AS SHOWN	DR. BY SCU/RF/JK	CK. BY TM	FILE: J:\2013\13-093\DWG\TM
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GENERAL NOTES, KEY MAP, AND LEGEND  
 VESTING TENTATIVE SUBDIVISION MAP  
 REYNOLDS RANCH  
 CALIFORNIA  
 LODI



**TRACT NO. 3805**  
**TENTATIVE SUBDIVISION MAP**  
**REYNOLDS RANCH**  
 A PORTION OF SECTION 24, TOWNSHIP 3 NORTH,  
 RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA



MCR ENGINEERING, INC.  
 1242 DUPONT COURT  
 MANTECA, CA 95336  
 TEL: (209) 239-6229  
 FAX: (209) 239-8839



NO.	DESCRIPTIONS	DATE	APPROVED

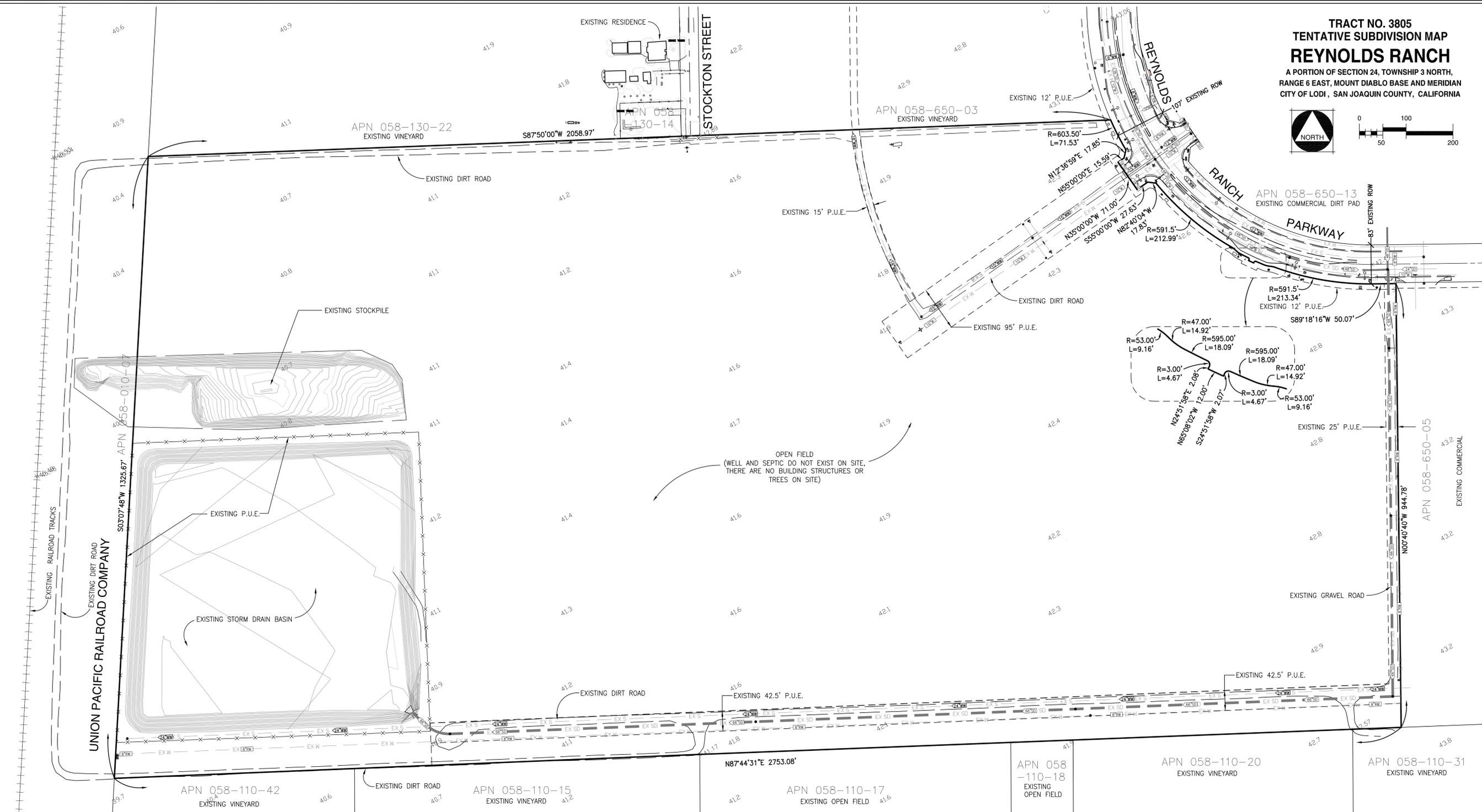
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 DATE 06/10/14  
 SCALE AS SHOWN  
 DR. BY SCU/RF/JK  
 CK. BY TM  
 FILE: J:\2013\13-093\DWG\TM

**TOPOGRAPHIC SURVEY**  
**VESTING TENTATIVE SUBDIVISION MAP**  
**REYNOLDS RANCH**  
 CALIFORNIA

SHEET

**2**

OF 6 SHEETS



BENCHMARK: BRASS CAP IN SIDEWALK, 0.5' BEHIND BACK OF CURB AT THE WEST END RADIUS. LOCATED AT THE NORTHWEST CORNER OF HARNEY LANE AND CHEROKEE LANE STAMPED "CITY OF LODI 1082"  
 ELEVATION: 46.37

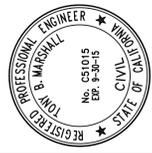
**LEGEND**

ITEM	EXISTING	ITEM	EXISTING	ITEM	EXISTING
WATER VALVE		WATER LINE		ORIGINAL GROUND ELEVATION	41.98
WATER HOSE BIB		WASTE WATER		CONTOUR (0.5' INTERVAL)	
AIR RELEASE VALVE		STORM DRAIN		BARBED WIRE FENCE	
BLOWOFF		OID IRRIGATION		WOOD FENCE	
FIRE HYDRANT		TYPICAL ELECTROLYZER		RETAINING WALL	
WATER METER		TYPICAL LUMINAIRE		MASONRY WALL	
OID IRRIGATION BOX		ELECTRICAL VAULT		CURB, GUTTER & SIDEWALK	
SEWER MANHOLE		SURVEY MONUMENT			
STORM MANHOLE		UTILITY POLE			
DRAIN INLET		SIGNAGE			
CURB INLET		ELEVATION			
CLEANOUT					

APN 058-130-22

-130-14

TRACT NO. 3805  
 TENTATIVE SUBDIVISION MAP  
**REYNOLDS RANCH**  
 A PORTION OF SECTION 24, TOWNSHIP 3 NORTH,  
 RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA



MCR ENGINEERING, INC.  
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 TEL: (209) 239-6229  
 FAX: (209) 239-8839



LOT "A"  
 PARK  
 1.9 AC.

LOT "B"  
 PARK/BASIN  
 10.2 AC.

NOT A PART

SEE SHEET 4 FOR CONTINUATION

APN 058-010-07



130-14

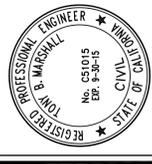
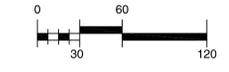


STOCKTON STREET

NOT A PART

TRACT NO. 3805  
TENTATIVE SUBDIVISION MAP  
**REYNOLDS RANCH**  
A PORTION OF SECTION 24, TOWNSHIP 3 NORTH,  
RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

APN 058-650-13



MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CA 95336  
TEL: (209) 239-6229  
FAX: (209) 239-8839



LEBARON BOULEVARD

STREET G

STREET H

STREET I

STREET F

STREET L

STREET K

STREET J

STREET G

"SURVEYED DESIGNATED REMAINDER"  
(FUTURE DEVELOPMENT)  
14.3 AC.

APN 058-650-05

SEE SHEET 3 FOR PREVIOUS



LOT "C"  
TRAIL/BUFFER

N87°48'20"E  
1500.42'

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NO.	DESCRIPTIONS	DATE	APPROVED

JOB NO. 13-093	DATE 06/10/14	SCALE AS SHOWN	DR. BY SCU/RF/JK	CK. BY TM	FILE: 13/061014-003\DWG\T.M.
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DIMENSION PLAN  
VESTING TENTATIVE SUBDIVISION MAP  
REYNOLDS RANCH  
LODI CALIFORNIA

SHEET  
**4**  
OF 6 SHEETS



MCR ENGINEERING, INC.  
 1242 DUPONT COURT  
 MANTECA, CA 95336  
 TEL: (209) 239-6229  
 FAX: (209) 239-8839



NO.	DESCRIPTIONS	DATE	APPROVED

JOB NO. 13-093  
 DATE 06/10/14  
 SCALE AS SHOWN  
 DR. BY SCU/RF/JK  
 CK. BY TM  
 FILE: J:\2013\13-093\DWG\TM

GRADING AND DRAINAGE PLAN  
 VESTING TENTATIVE SUBDIVISION MAP  
 REYNOLDS RANCH  
 CALIFORNIA  
 LODI

SHEET  
**5**  
 OF 6 SHEETS



**NOTE:**

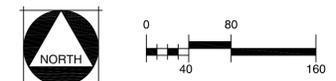
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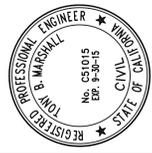
**KEY:**

- LOT PAD ELEVATION      XX.X
- TOP OF CURB GRADES       XX.XX
- DIRECTION OF STREET SLOPE       →

**TRACT NO. 3805  
 TENTATIVE SUBDIVISION MAP  
 REYNOLDS RANCH**

A PORTION OF SECTION 24, TOWNSHIP 3 NORTH,  
 RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA





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 FAX: (209) 239-8839



NO.	DESCRIPTIONS	DATE	APPROVED

JOB NO. 13-093  
 DATE 06/10/14  
 SCALE AS SHOWN  
 DR. BY SCU/RF/JK  
 CK. BY TM  
 FILE: J:\2013\13-093\DWG\TM

UTILITY PLAN  
 VESTING TENTATIVE SUBDIVISION MAP  
 REYNOLDS RANCH  
 CALIFORNIA

SHEET  
**6**  
 OF 6 SHEETS



LOT "A"  
 PARK  
 1.9 AC.

LOT "B"  
 PARK/BASIN  
 10.2 AC.

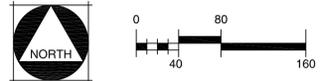
NOT A PART

"SURVEYED DESIGNATED REMAINDER"  
 (FUTURE DEVELOPMENT)  
 14.3 AC.

LOT "C"  
 TRAIL/BUFFER  
 5.7 AC.

**NOTE:**  
 1. PLEASE REFER TO SHEET NO. 3 & 4 FOR  
 OFFICIAL LAYOUT & LOT NUMBERS

TRACT NO. 3805  
 TENTATIVE SUBDIVISION MAP  
**REYNOLDS RANCH**  
 A PORTION OF SECTION 24, TOWNSHIP 3 NORTH,  
 RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA





# CITY OF LODI PLANNING COMMISSION Staff Report

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**MEETING DATE:** June 25, 2014

**APPLICATION NO:** Subdivision Application: 2014-07 S  
Growth Management Allocation: 2014-07 GM

**REQUEST:** Request for Planning Commission approval of:

- a) Growth Management Allocation for 227 Medium-Density Residential Lots and 330 High-Density units; and
- b) A Vested Subdivision Map for the Reynolds Ranch Subdivision, a 78 acre, 557 unit subdivision; and
- c) Adopt Development Standards for the subdivision known as Reynolds Ranch Subdivision located within Planned Development 39 Zoning District.

(Applicant: Skinner Ranch Holdings LP; File: 2014-07 S / GM; CEQA Status: Section 15153 – Previous EIR)

**LOCATION:** South of Harney Lane and west of Reynolds Ranch Parkway  
APN: 058-650-04  
Lodi, CA 95240

**APPLICANT:** Skinner Ranch Holdings, LP  
Mr. Dale Gillespie  
1420 S. Mills Avenue, Suite M.  
Lodi, CA 95240

**PROPERTY OWNER:** Skinner Ranch Holdings, LP  
Mr. Dale Gillespie  
1420 S. Mills Avenue, Suite M.  
Lodi, CA 95240

## RECOMMENDATION

Staff recommends that the Planning Commission approve the Vesting Tentative Subdivision Map and Planned Development Guidelines for the Reynolds Ranch Subdivision and recommend to the City Council approval of the request for 227 Medium-Density and 330 High-Density growth management allocations subject to conditions in the attached resolution.

## PROJECT/AREA DESCRIPTION

**General Plan Designation:** Medium Density Residential, High Density Residential, Open Space and Industrial  
**Zoning Designation:** Planned Development 39 (PD-39)  
**Property Size:** 78.08 acres – 3,401,164 sq. ft.

The adjacent zoning and land use characteristics:

	ADJACENT ZONING DESIGNATIONS AND LAND USES		
	GENERAL PLAN	ZONING CLASSIFICATION	EXISTING LAND USE
<b>North</b>	Low Density Residential, Medium Density Residential, Industrial	Planned Development 39 (PD-39)	Agricultural crops
<b>South</b>	San Joaquin County	San Joaquin County	Agricultural use
<b>East</b>	Commercial, Business Park	Planned Development 39 (PD-39)	Commercial / Blue Shield
<b>West</b>	Low Density Residential, Medium Density Residential, Industrial	San Joaquin County	Agricultural use

**SUMMARY**

The proposed vesting subdivision map seeks to create 227 single family lots and a 14.3 acre - 330 unit High-Density parcel. The project includes a 10.2 acre regional detention basin and 2.19 acre park site. The proposed uses are consistent with the General Plan and Zoning designations. The project takes access off LeBaron Boulevard from Reynolds Ranch Parkway and Stockton Street to the north.

**BACKGROUND**

The Reynolds Ranch project annexed in to the City of Lodi in 2006 as a mixed-use development. The City certified an environmental impact, approved a new General Plan and Zoning designation (PD-39) and entered into a Development Agreement (later terminated). PD-39 paved the way for retail and commercial uses, a public park, fire station, a self-storage facility, and the Blue Shield office complex, a major component of the development. Subsequently, portions of the project site developed, including COSTCO public warehouse, Home Depot, and three smaller pads are currently under construction. A master sign program was approved in the year 2011 that will guide the design of all new signs for the center and the individual businesses. The developer is now proceeding with the next phases of the plan, including the Phase 3A commercial project approved in February 2014 and now the residential component.

On February 20, 2014, Skinner Ranch Holdings submitted an application for the Reynolds Ranch Subdivision project, which includes a Vesting Tentative Subdivision Map, review of the development standards for the Planned Development Unit and growth allocations.

**ANALYSIS**

Existing Conditions: The subject site consists of a vacant 78-acre parcel located at the extension of Lebaron Boulevard, west of Reynolds Ranch Parkway. The parcel represents 78 acres of the 220 acre “Reynolds Ranch Project” annexed into the City in 2006. Surrounding land uses include agricultural land to the north, south and west and urban uses to the east. The topography of the site is relatively flat and vineyards make up the entire site.

Vesting Subdivision Map: The proposed Vesting Tentative Map would subdivide the project parcel into 227 Medium-Density residential single-family lots, 1 high density lot (14.3 acres net) for future development, 1 – 10.2 acre detention basin, 1 – 2.19 acre park site, and associated public roadways.

The typical Medium-Density residential lot is 50 X 90 and 4,500 sq. ft. The High-Density parcel is 14.3 acres in size and anticipates 330 residential units. The development is separated into 3 distinct phasing areas identified within the Planned Development Guidelines. The layout and design of the high density parcel will take place in the future. The project developer is still working on a product for the high density site.

In accordance with Lodi Municipal Code Section, 17.52.070, the Commission may approve a tentative map only when it first finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, and any applicable specific plan, and that none of the findings for denial can be made. The findings shall apply to each proposed parcel as well as the entire subdivision, including any parcel identified as a designated remainder in compliance with Map Act Section 66424.6. The findings are included as part of the resolution and staff recommends approval of the subdivision map.

In accordance with Lodi Municipal Code Section, 17.52.130, an approved Tentative Map is valid for 24 months after its effective date (Section 17.66.130). At the end of 24 months, the approval shall expire and become void unless, the applicant petitions the Planning Commission for an extension and the Commission grants an extension in accordance with Lodi Municipal Code Section 17.52.130 (B)(1). Phased Final Maps shall extend the expiration of the tentative map by 36 months or the date of the previously filed Final Map.

Access and Circulation: The project is accessed by the extension of LeBaron Boulevard and Stockton Street with additional access points to the north consistent with land use diagrams in the General Plan. The overall circulation pattern anticipates development to the north and streets have detached sidewalks to create a tree canopy consistent with historical Lodi residential areas.

Fences and Buffers: The City places a high value on quality design and materials in the construction of fencing and buffers for developments. Fencing is an integral design feature in residential developments and defines property ownership and boundaries. The City expects quality materials that will last and maintain an appealing aesthetic within neighborhoods. Condition of approval 27 has been added to the resolution that sets the City's expectation, so developers of this subdivision know this is an important feature the City wants maintained.

The project includes a southern trail feature that helps define the urban limits of the City and the agricultural uses to the south. The trail buffer will include a chain link fence along the southern property line and include a meandering asphalt trail with landscaping, benches and fitness stations. The trail system is an important feature for the Reynolds Ranch development. It ties to the commercial portion of the project, including Blue Shield to the residential development to the west and ultimately to the north. A cross section is included in the PD Guidelines on page 8. Staff has required condition 28 that will require trail fitness stations as part of the project.

The drainage basin and park along the western edge provide a buffer between the railroad tracks and the residential development. The General Plan, CD-P22, identifies that alternative designs should be used to reduce soundwalls, including setbacks and landscaping. The right of way for the railroad is 200 feet wide with 100 feet to track centerline. The closest residence to the western property line is 300 feet. The closest residence to the railroad tracks is 400 feet. The park / basin and landscaping will provide a buffer to the railroad tracks without the need for masonry walls. The General Plan identifies that at 200 feet from the track centerline is a 60dB contour. At 400 feet that contour is significantly less and no additional noise mitigation is required.

The applicant is proposing a more natural looking basin and has provided examples from Rancho Cordova as Attachment D. Staff will work with the applicant to mimic the images proposed.

The upland park feature along the north-west boundary has been designed to extend to the north when the adjacent property develops. The goal is to provide ball fields that will meet the recreational needs of the community. A combined park feature is more efficient from a maintenance perspective and creates a larger park area.

General Plan Compliance: The project site includes General Plan Land Use designations of Industrial, Medium Density Residential, High Density Residential and Open Space. (Attachment B)

The proposed project is consistent with the current General Plan (2010) land use designations, layout and required density.

The Industrial designation along the railroad tracks was originally intended for a mini storage to provide screening and a buffer from the railroad tracks. The larger detention basin and park feature will act as the buffer to the residential uses. Staff also had concerns about an industrial use being accessed within a residential subdivision. The overpass on Harney Lane will restrict street frontage west of Stockton Street to the railroad tracks. The project layout meets the intent of the General Plan and creates a quality layout.

The Medium Density Residential designation mandates density ranges between eight (8) to twenty (20) units per acre. The High Density Residential designation mandates density ranges between twenty (20) to thirty-five (35) units per acre. The Reynolds Ranch project densities are Medium Density Residential – 8.0 units for acre and High Density Residential 23.0 units per acre. The General Plan Land Use Policy 3 (LU P3) prohibits development at less than the minimum and maximum density prescribed by each residential land use category. The proposed project does comply with applicable General Plan density requirements.

Allocating units to the High Density parcel helps the City meet our regional housing needs allocation in our Housing Element. The High Density parcel will require Site Plan and Architectural Review Committee approval in the future prior to any development.

Zoning Compliance: The project site is zoned Planned Development 39 (PD-39). Planned Development zoning designations provide flexibility in the application of development standards that will produce development projects of superior quality, including retention of unique site characteristics, creative and efficient project design, etc., than would have been achieved through strict application of the development standards required by the primary zoning district. The proposed project is divided into three distinct land uses areas; low density, medium density and high density. The project provides for a wide range of housing options for the community.

Planned Development Guidelines: The applicant has prepared the Reynolds Ranch Planned Development Standards and Guidelines. (Attachment E) The organization of these guidelines is presented as a series of community design components that when combined create a comprehensive project design. The chapters highlight and articulate the various community design components, establishing specific development guidelines and standards for how the project will develop.

As depicted in the development plans, the applicant is proposing to use several different elevation styles throughout the subdivision. The elevations use varying massing and architectural articulations. In addition, the subdivision is expected to allow custom homes and other builders to build homes at the project site, which will add architectural variations. Staff believes that the proposed design will provide not only an attractive streetscape, but interesting views from neighboring property owners as well.

The project also includes a preliminary landscape plan that generally places one large street tree in each front yard among other accent landscaping including various shrubs, ground cover and lawn. The landscaping plan would have to comply with the requirements of the Lodi Municipal Code Section 17.03.070 which regulate landscape water efficiency.

Growth Management Compliance: The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City's population, compounded annually. Once the amount of allocation units is figured, the City requires that the allocation units be distributed among housing types as follows; 65 percent low density, 10 percent medium density and 25 percent high density.

For example, the following explains the current City population of **63,651** as of January 1, 2014 and **453** units available for 2014:

1. Calculate two percent of the City's current population: **63,651** x 2% = 1,273.02
2. Divide 1,273 by the average number of persons per household 1,273/2.812 = 452.70
3. Divide the 452.70 (**453** du) units into the 3 housing types:
  - 65% low density = 294 units
  - 10% medium density = 46 units
  - 25% high density = 113 units

In 2013, the City Council expired allocations accumulated since 2008. In the five-year period since 2008, 2,235 allocations were added to the reserve. The Council eliminated 800 Low Density and 1,435 High Density allocations. This Council action created a new balance of **4,634** as detailed below in **Table A**.

**Table A: Growth Management Allocation History**

Density	Base Available Allocations		
	Total Available for 2012	2% Allocations for 2013	Total Available for 2013
Low (0.1-7)	2,955	291	3,246
Medium (7.1-20)	557	45	602
High (20.1-30)	1,122	112	1,234
<b>TOTAL</b>	<b>4,634</b>	<b>448</b>	<b>5,082</b>

**Table B** identifies the available Allocations in 2013, Allocations provided to projects in 2013 and those available for 2014.

**Table B: Growth Management Allocation for 2014**

Density	Available Allocations			
	Total Available for 2013	Total Allocated in 2013 (Rose Gate)	2% Allocations for 2014	Total Available for 2014
Low (0.1-7)	3,246	- 232 (3,014)	294	3,308
Medium (7.1-20)	602	- 0 (602)	46	648
High (20.1-30)	1,234	- 0 (1,234)	113	1,347
<b>TOTAL</b>	<b>5,082</b>	<b>4,850</b>	<b>453</b>	<b>5,303</b>

As indicated above in the background discussion, the present project is being reviewed for growth management allocations for 2014. The applicant has submitted an application for 227 medium density growth management allocation units (7.1-20 units/acre) and 330 high density growth management allocation units (20 - 35 units/acre). **Table C** identifies the 2014 Total Allocations, the requested Allocations for the project, and the remaining overall Allocations.

**Table C: Growth Management Allocation for Reynolds Ranch**

Density	Available Allocations				
	Total Available for 2014	Allocation for Van Ruiten Ranch	Allocation for Reynolds Ranch	Remaining Allocations for 2014	Total Remaining for 2014
Low (0.1-7)	3,308	145	0	145 – 294 (149)	3,163
Medium (7.1-20)	648	55	227	276 – 46 (-230)	372
High (20.1-30)	1,347	88	330	374 – 113 (-261)	973
<b>TOTAL</b>	<b>5,303</b>	<b>288</b>	<b>557</b>	<b>- 342</b>	<b>4,508</b>

Although a design for the high density parcel will be determined in the future, staff has requested that the applicant include the growth allocation for the high density project now. The 330 units are 23 units per acre on the 14.3 acre site and this is at the lower density range to be consistent with the General Plan. By allocating the high density units, the City is reducing obstacles for development of potentially affordable units in compliance with the Housing Element. Staff recommends approval of the growth allocations requested.

Conclusion

Staff sent a copy of the application to various City departments for review and comment. Their comments and requirements incorporated into the attached resolution. Staff believes that the Commission can make the findings in order to approve the proposed project, subject to conditions outlined in the attached resolution. The proposed vesting tentative map, as described in the code compliance sections above, is consistent with the current General Plan (2010).

The proposed exclusively residential development aligns with the residential land use designations and densities assigned to site in the current General Plan. The site for the proposed subdivision is suitable for the density and type of development proposed in that it is a flat piece of land. Also the design of the subdivision and type of improvements would not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision in that there are no existing public access easements on the site. Further, as stated in the code compliance sections above, the applicant has proposed development standards for this subdivision that are consistent with the historical development of the City.

**ENVIRONMENTAL ASSESSMENT**

The project is consistent with the findings of the previous environmental documents prepared for the Reynolds Ranch development. The Reynolds Ranch Final EIR, (SCH#2006012113) including comments and responses to comments, was certified by the City Council on August 30, 2006. An addendum to the certified and Final EIR, including comments and responses to comments, was certified by the City Council on September 17, 2008.

Subsequently, the City Council, by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan. This General Plan designated the project site as Low Density Residential, Medium Density Residential, High Density Residential, Public / Quasi Public and Open Space.

The EIR addressed the impacts of the total scope of the new commercial, residential impacts on the community of the various phases of the project. The proposed project yields no potential new impacts related to the original Project, which would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the Reynolds Ranch EIR.

No other special circumstances exist that would create a reasonable possibility that the proposed Project will have a significant adverse effect on the environment. Therefore, the proposed Project qualifies for the exemption under CEQA Guidelines Section 15153 and no further environmental review is required.

**PUBLIC HEARING NOTICE:**

Legal Notice for the Use Permit was published in the Lodi News Sentinel on Saturday, June 14 2014. Sixteen (16) public hearing notices were sent to all property owners of record within a 300-foot radius of the project site as required by California State Law §65091 (a) 3. Public notice also was mailed to interested parties who had expressed their interest of the project.

**RECOMMENDED MOTIONS**

Should the Planning Commission agree with staff's recommendation, the following motion is suggested:

1. "I move that the Planning Commission adopt a Resolution finding that the project has satisfied the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15153, the project is consistent with the findings of the previous environmental documents prepared for the Reynolds Ranch development and approve the Vesting Tentative Subdivision Map and Planned Development Guidelines for the Reynolds Ranch Subdivision and recommend to the City Council approval of the request for 227 Medium-Density and 330 High-Density Growth Management Allocations subject to conditions in the attached resolution."

**ALTERNATIVE PLANNING COMMISSION ACTIONS:**

- Approve the request with attached or alternate conditions
- Deny the request
- Continue the request.

Respectfully Submitted,

Concur,

Craig Hoffman  
Senior Planner

Stephen Schwabauer  
Community Development Director

**ATTACHMENTS:**

- A. Vicinity / Aerial Map
- B. General Plan Map
- C. Subdivision Map
- D. Basin Imagery
- E. Planned Development Standards
- F. Draft Resolution

**RESOLUTION NO. 14-19**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI APPROVING THE REQUEST OF SKINNER RANCH HOLDINGS FOR APPROVAL OF VESTED SUBDIVISION MAP FOR REYNOLDS RANCH SUBDIVISION, A 78-ACRE, 557 UNIT SUBDIVISION AND 557 GROWTH MANAGEMENT ALLOCATION REQUEST WEST OF REYNOLDS RANCH PARKWAY**

- WHEREAS**, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Vested Subdivision application, in accordance with the Lodi Municipal Code, Section 17.74; and
- WHEREAS**, the project site is located South of Harney Lane and west of Reynolds Ranch Parkway, Lodi, CA 95240 (APN: 058-650-04); and
- WHEREAS**, the applicant is Skinner Ranch Holdings, LP., c/o Mr. Dale Gillespie, 1420 S. Mills Avenue, Suite M., Lodi, CA 95240; and
- WHEREAS**, the project properties owners of record are Skinner Ranch Holdings, LP., Mr. Dale Gillespie, 1420 S. Mills Avenue, Suite M., Lodi, CA 95240; and
- WHEREAS**, the applicant, Skinner Ranch Holdings, LP., c/o Mr. Dale Gillespie, has filed the "Reynolds Ranch" Vested Subdivision Map and Growth Management Application with the City of Lodi; and
- WHEREAS**, City Council Resolution No. 2010-41 adopted by the City Council on April 7, 2010, approved the land use designation as Medium Density Residential, High Density Residential, Industrial and Open Space, for the project site; and
- WHEREAS**, the City Council by Ordinance No. 1869, which became effective on March 21, 2013, granted Planned Development Zone P-D(39), to allow Medium Density Residential, High Density Residential, and Open Space for the project site; and
- WHEREAS** The Reynolds Ranch Final EIR, (SCH#2006012113) including comments and responses to comments, was certified by the City Council on August 30, 2006. An addendum to the certified and Final EIR, including comments and responses to comments, was certified by the City Council on September 17, 2008; and
- WHEREAS**, a copy of the Environmental Impact Report (EIR), State Clearinghouse No. 2006012113, is kept on file for public review within the Community Development Department by the Community Development Director at 221 West Pine Street, Lodi, CA; and
- WHEREAS**, the City Council by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan; and
- WHEREAS**, a copy of the Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, is kept on file for public review within the Community Development Department by the Community Development Director at 221 West Pine Street, Lodi, CA; and
- WHEREAS**, the Vested Subdivision Map contains 78 acres, 227-single family residential lots, a high density parcel and 557 overall units and is located west of Reynolds Ranch Parkway and is consistent with the density ranges of the General Plan; and
- WHEREAS**, the Community Development Department did study and recommend approval of said request; and
- WHEREAS**, after due consideration of the project, the Planning Commission did conditionally approve the project; and

**WHEREAS**, the Planning Commission's recommendation is based upon the following findings and determinations:

1. CEQA Guidelines Section 15153, the project is consistent with the findings of the previous environmental documents prepared for the Reynolds Ranch development. The Reynolds Ranch Final EIR, (SCH#2006012113) including comments and responses to comments, was certified by the City Council on August 30, 2006. An addendum to the certified and Final EIR, including comments and responses to comments, was certified by the City Council on September 17, 2008.

Subsequently, the City Council, by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan. This General Plan designated the project site as Low Density Residential, Medium Density Residential, High Density Residential, Public / Quasi Public and Open Space.

The EIR addressed the impacts of the total scope of the new commercial, residential impacts on the community of the various phases of the project. The proposed project yields no potential new impacts related to the original Project, which would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the Reynolds Ranch EIR. The project is required to comply with all the mitigation measures outlined for the project in the Environmental Impact Report and in the Mitigation Monitoring and Report Program.

2. The proposed design and improvement of the tentative subdivision, as conditioned, will conform to the standards and improvements mandated by the adopted City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance, as well as all other applicable standards.
3. The standard size, shape and topography of the site is physically suitable for residential development proposed in that the site is generally flat and is not within an identified natural hazard area.
4. The site is suitable for the density proposed by the tentative subdivision map in that the site can be served by all public utilities and creates design solutions for storm water, traffic and air quality issues.
5. The standard design of the proposed tentative subdivision and the proposed improvements are not likely to cause substantial environmental damage or injure fish or wildlife or their habitat in that the site has been previously disturbed by agricultural activities and no significant environmental issues or concerns were identified through the Initial Study prepared for this development.
6. The design of the proposed tentative subdivision and type of improvements are not likely to cause serious public health problems in that all public improvements will be built per City standards and all private improvements will be built per the California Building Code.
7. The design of the proposed tentative subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed tentative subdivision.
8. The vested subdivision is conditioned to construct public street improvements thereby insuring that an adequate Level of Service is maintained on the roadways within the area.
9. The vested subdivision map allows for the orderly growth of Lodi in that the Land Use and Growth Management Element allows for the development of Medium Density Residential, High Density Residential on the project site.
10. Said Vested Subdivision map complies with the requirements of Title 17, Article 5 of the Lodi Development Code, governing subdivision maps.

**NOW, THEREFORE, BE IT DETERMINED AND RESOLVED**, by the Planning Commission of the City of Lodi hereby recommends that the City Council approve the Vested Subdivision Map, associated Development Standards for the Reynolds Ranch Subdivision, and award 227 medium density growth management allocation units and 330 high density growth management allocation units, subject to the following development conditions and standards:

1. The property owner and/or developer and/or successors in interest and management shall, at their sole expense, defend, indemnify and hold harmless the City of Lodi, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include, but is not limited to, any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Lodi shall promptly notify the developer of any such claim, action, or proceeding and shall cooperate fully in the defense.
2. This recommendation for approval by the Planning Commission shall not constitute an authorization to begin any construction.
3. The developer shall comply with all the applicable requirements of the City's Community Development Department including Planning and Building Divisions; Public Works, Fire and Electric Utility Departments; and all other applicable local, state and federal agencies. It is the responsibility of the applicant to check with each agency for requirements that may pertain to the project.
4. The Vesting Tentative Map shall expire within 24 months of Planning Commission approval or a time extension must be granted by the Planning Commission.
5. The Final Map shall be in substantial conformance to the approved Vesting Tentative Map, as conditioned, and that any future development shall be consistent with applicable sections of the Municipal Code.
6. The developer shall install, on each residence, minimum four-inch high block style numbers for address identification. The numbers shall be in color that is contrasting to the background surface to which they are adhered and shall be readily visible from the street during the day and night. The construction drawings for the house plans shall identify the location of the address boxes or numbers on the house façades, along with a detail or keynote that describes how the house numbers will be illuminated or made identifiable from the street.
7. The developer shall submit detailed landscape and irrigation plans (concurrently with the improvement plans) for the review and approval of the Parks & Recreation Department. The landscape plan shall include, in addition to normal landscape and irrigation details, screening of any above ground utility vaults and anti-siphon water valves.
8. Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.
9. A conceptual fencing/wall plan shall be submitted for the entire subdivision with the grading plan and a detailed fencing/wall plan shall be submitted with the improvement plans for each phase of development. The design, height, and location of walls shall be subject to approval of the Community Development Director prior to approval of improvement plans. Where fencing is adjacent to public parks and/or trails, plans shall be approved by the Recreation Commission at the time of park plan approval. When the adjacent area is sloped, the fence/wall design shall include a 4' bench (sloped no more than 2%) along the fence/wall for maintenance purposes, as determined by the Parks and Recreation and Cultural Services Department.
10. The project shall incorporate all applicable mitigation measures as specified in the adopted Reynolds Ranch Final EIR, (SCH#2006012113) for the project.

11. Mitigation 2.2 Conservation and Open Space Plan (SJMHCPC). This includes payment of Open Space Conversion fees in accordance with the fee schedule in-place at the time construction commences and implementation of the Plan's "Measures to Minimize Impacts" pursuant to Section 5.2 of the SJMHCP.
12. Mitigation 2.3 Clearing, grubbing, and/or removal of vegetation shall not occur during the bird-nesting season (from February 1 – September 31) unless a biologist with qualifications that meet the satisfaction of the City of Lodi conducts a preconstruction survey for nesting special status birds including Swainson's hawk, western burrowing owl, whitetailed kite, California horned lark, and loggerhead shrike. If discovered, all active nests shall be avoided and provided with a buffer zone of 300 feet (500 feet for all raptor nests) or a buffer zone that otherwise meets the satisfaction of the California Department of Fish and Game. Once buffer zones are established, work shall not commence/resume within the buffer until the biologist confirms that all fledglings have left the nest. In addition to the preconstruction survey, the biologist shall conduct weekly nesting surveys of the construction site during the clearing, grubbing, and/or removal of vegetation phase, and any discovered active nest of a special-status bird shall be afforded the protection identified above. Clearing, grubbing, and/or removal of vegetation conducted outside the bird-nesting season (from October 1 - January 31) will not require nesting birds surveys.
13. Mitigation Measure 7.1: The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, etcetera. The language and format of such notification shall be reviewed and approved by the City Community Development Department prior to recordation of final maps. Each disclosure statement shall be acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to- Farm Ordinance.

The conditions of approval for tentative maps shall include requirements ensuring the approval of a suitable design and the installation of a landscaped open space buffer area, fences, and/or walls around the perimeter of the project site affected by the potential conflicts in land use to minimize conflicts between project residents, non-residential uses, and adjacent agricultural uses prior to occupancy of adjacent houses

Prior to recordation of the final maps for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department.
14. Mitigation Measure 7.2: Prior to issuance of a building permit, the applicant shall pay an Agricultural Land Mitigation fee to the City of Lodi. Said fee is to be determined by the pending adoption of an ordinance of the City establishing a fee mitigation program to offset the loss of agricultural land to future development. In the event said ordinance is not effective at the time building permits are requested, the applicant shall pay a fee to the Central Valley Land Trust (Central Valley Program) or other equivalent entity to offset the loss of the Prime Farmland. The City Council, acting within its legislative capacity and as a matter of policy, shall determine the sufficiency of fees paid to mitigate the loss of Prime Farmland. The loss of Prime Farmland caused by the project is mitigated through implementation of Mitigation Measure 7.2. The inclusion of Parcel 058-110-41 on the project site in an active Williamson Act Contract was formally protested by the City with the County Board of Supervisors (Resolution 4449 adopted December 21, 1977). Additionally, the San Joaquin Local Agency Formation Commission adopted a formal resolution upholding the City's protest of the conservation contract because the parcel is located within one mile of the City limits. This condition will be satisfied per the Development Agreement termination agreement.
15. If archeological materials are uncovered during any construction or pre-construction activities on the site, all earthworks within one hundred feet (100') of these materials shall be stopped, the Community Development Department notified, and a professional archeologist, certified by the Society of California Archeology and/or the Society of Professional Archeology, shall be notified.

Site work in this area shall not occur until the archeologist has had an opportunity to evaluate the significance of the find, and outline appropriate mitigation measures, if they are deemed necessary.

16. All stub end streets planned for future continuation and undeveloped cul-de-sacs shall be temporarily protected with warning barricades and redwood headers to be approved by the City Engineer.
17. The developer shall pay for and install all street name signs, traffic regulatory and warning signs, and any necessary street striping and markings required by the City Engineer. Street striping and markings shall be raised ceramic markers or thermoplastic material, as directed by the City Engineer.
18. Road or street names shall not duplicate any existing road or street name in the City, except where a new road or street is a continuation of an existing street. Road or street names that may be spelled differently but sound the same shall also be avoided. Road or street names shall be approved by the Fire Chief and the Community Development Director.
19. All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the City Plans and all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
20. The developer shall ensure finished pad elevations are at a minimum one foot above the 100 year base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for San Joaquin County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development.
21. In accordance with the Growth Management and Infrastructure/Public Facilities Element of the City's General Plan, the environmental review prepared for this project, and the regulations of the applicable school districts, the Developer shall demonstrate that adequate provision is made for school facilities. To the extent permitted by law, this may include the payment of school facility mitigation fees adopted by the Lodi Unified School district, or alternative financial arrangements negotiated by agreement between the Developer and the applicable school districts.
22. A master street tree plan shall be approved by the Public Works Department for each phase of this vesting tentative subdivision map. A minimum of one street tree shall be provided for each lot within this subdivision. On corner lots, three street trees shall be provided; one on the shorter lineal frontage and two on the longer lineal frontage. Street trees shall be a species selected from the City's adopted tree list, shall be a minimum fifteen (15) gallon size, spaced at thirty (30) feet intervals, and planted as reflected in the Engineering Department's Standard Plans and Specifications, with branches above average eye level. The trees selected shall be deep rooted and drought tolerant. Location and species shall be to the approval of the Public Works Department.
23. The developer, in order to reduce tracking of mud throughout the City, shall be responsible for cleaning up or any expenses incurred by the City for cleaning up mud, debris, etc. from City streets that is attributed to this project during construction.
24. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City's Ordinance.
25. The Developer shall notify all purchasers of homes or lots, either through the Department of Real Estate Subdivision Report or, if there is no Subdivision Report, through a statement signed by each buyer and submitted to the City, that the this subdivision is adjacent to an agricultural area, and as such, there are ground and aerial applications of chemicals, and early morning/night time farming operations which may create noise and dust, etc. In addition, all purchasers of homes or

lots shall be made aware of the future possibility of oil and gas well exploration on surrounding and adjacent properties and that farm animals may be kept on adjacent properties that may be outside the City limits. The wording and format for notifying home buyers of this information is subject to approval by the Community Development Director.

26. All conditions of approval for this project shall be written by the project developer on all master building permit plan check sets submitted for review and approval. It is the responsibility of the developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. If the subdivision is to be built out using master plans. Please follow City of Lodi, Community Development Department Policies and Procedures # B-[08]-[13] Plan Submittal - Residential Master Plans and # B-[08]-[14] Permit Processing – Production Homes.
27. No variance from any City of Lodi adopted code, policy or specification is granted or implied by this approval.
28. The City places a high value on quality design and materials in the construction of fencing and buffers for developments. Fencing is an integral design feature in residential developments and defines property ownership and boundaries. The City expects quality materials that will last and maintain an appealing aesthetic within neighborhoods.
29. The buffer / trail system shall include a fit trail system. The number and spacing shall be agreed to by the Community Development Director and the applicant. This system shall tie into the Blue Shield property and follow the Reynolds Ranch trail system.

#### City of Lodi Fire Department

30. The developer shall comply with all applicable requirements of the California Fire Code and the adopted policies of the City of Lodi.
31. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 of the California Fire Code and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Ord. No. 1840, § 1, 11-17-2010)
32. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
33. The developer shall install on-site and/or boundary water mains, fire hydrants and related services. Hydrants shall adhere to the City's standard details, with their location determined by the Fire District and City Engineer, and shall be installed and in service prior to any combustible construction on the site. Public fire hydrant spacing and distribution shall be determined as follows:
  - a) At 300 feet spacing in high density, commercial, industrial zoning or high-value areas;
  - b) At 500 feet spacing in low density residential areas;
  - c) At 1000 feet spacing in residential reverse frontage;
  - d) A fire hydrant shall be located within 200 feet of the radius point of all cul-de-sacs;
  - e) Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:
    - i. Streets have median center dividers that make access to hydrants difficult, cause time delays, or create undue hazards or both;
    - ii. On major arterials where there is more than four lanes of traffic;
    - iii. Width of street in excess of 88 feet;
    - iv. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvement Plans for the City of Lodi.

34. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

City of Lodi Public Works Department

The following conditions of approval apply to the residential subdivision and are required for the subject project per City codes and standards, all to be accomplished prior to, or concurrent with phase specific final map filing unless noted otherwise. In the event a condition of approval conflicts with a map designation, the condition of approval overrides the map designation.

Phasing is based on the Vesting Tentative Subdivision Map dated June 10, 2014, and is described as follows:

Phase 1: Lots 1-56, 108-124, and 148-161 (87 Total Lots)

Phase 2: Lots 57-107, 162-163, 193-196, and 215-218 (61 Total Lots)

Phase 3: Lots 125-147, 164-192, 197-214, 219-227 (79 Total Lots)

Modifications to the phasing shall be to the satisfaction of the Public Works Director.

35. Master plan documents shall be prepared and submitted to the City. Master plans must be approved by the City prior to submitting the improvement plans. Master plans shall be consistent with the Reynolds Ranch master plans, City's master plans, the City's Design Standards, and the Reynolds Ranch Commercial Development - Phase 3. The plans can be separate or combined (as long as they are legible) and shall include the following:

a) Overall Site Grading

- i) Plan shall show the entire site and shall include elevations for catch basins, high points, pads, basin hinge points (top and bottom), and general park and trail sloping information. The plan shall also include existing site contours and elevation information at all existing curb connections and adjacent properties.

Note: Plan shall coordinate with and match the proposed elevations from Reynolds Ranch Commercial – Phase 3.

b) Geometric Layout

- i) A detailed geometric layout of the major intersection shall be provided with the master plan submittal. Layouts shall include all existing and proposed striping, lane widths and transition lengths. Intersections shall include:

a) Le Baron Boulevard and Reynolds Ranch Parkway

b) Stockton Street and Harney Lane

c) Storm Drainage

- i) Plan shall show the entire site and shall include manhole rim and invert elevations, pipe sizes and pipe slopes. All potential crossing conflicts shall be analyzed. Calculations shall be submitted with the master plan.

- ii) Engineer shall use the 2012 City of Lodi Storm Drainage Master Plan and Reynolds Ranch Storm Drain Master Plan design criteria for all pipe sizing calculations and basin sizing calculations. When there is conflicting criteria, use the more conservative criteria. The minimum size for storm drain mains shall be 15-inch diameter. The rainfall intensity used for design of the pipelines shall be based on a five (5) year, 48-hour rain event. Storm drain coefficient of runoff, C-factor, shall be 0.5 (minimum) for low-density residential, 0.5 (minimum) for medium-density residential, 0.6 for high-density residential, and 0.8 (minimum) for commercial. All pipeline and basin locations shall follow the Master Plan. Any deviations from the Master Plan shall require an amendment document

consisting of a description of the deviation(s) and all of the corresponding calculations and exhibits. The amendment will be subject to the Public Works Director approval and the developer will be responsible for all costs associated with the deviation.

- iii) The proposed permanent basin does not have an outlet. Therefore shall be designed to hold two (2) 48-hour, 100-Year rain events.
  - iv) The basin shall provide outlets at the northern portion and the southwest corner of the basin for future connections. The outlet pipe to the north shall run through the park lot and shall be plugged at the northern property line. The outlet pipe at the southwest corner shall be extend into the trail and shall run under the railroad to the western-most railroad right-of-way.
- d) Water
- i) Plan shall show the entire site and shall include fire flow analysis for critical locations throughout the subdivision. Water capacity and supply analysis (with calculations) shall be submitted with the master plan.
  - ii) A domestic ground water well is required with this project In accordance with the Sections 4.2 and 5.2 of the Water Master Plan for Reynolds Ranch Development, Dated July 2007. The location of the well shall be identified on the master plan and included in the calculations. Developer will be responsible for all cost and coordination of the planning and construction of the well with the City, County, and State.
  - iii) Developer shall prepare and submit a Drinking Water Source Assessment to identify the new well site. The assessment shall be submitted and approved by the California Department of Public Health (CDPH). The assessment shall be submitted to CDPH at the same time as the first master plan submittal to the City.
  - iv) If a domestic ground water well is not possible on the site, the develop shall construct a water storage tank with all the necessary appurtenances. If a tank is necessary, the water capacity and supply analysis shall be updated accordingly.
  - v) Any deviations from the Master Plan shall require an amendment document consisting of a description of the deviation(s) and all corresponding calculations and exhibits. The amendment will be subject to the Public Works Director approval and the developer will be responsible for all costs associated with the deviation.
- e) Wastewater
- i) Plan shall show the entire site and shall include manhole rim and invert elevations, pipe sizes and pipe slopes. All potential crossing conflicts shall be analyzed. Calculations shall be submitted with the master plan.
  - ii) In accordance with Paragraph 1 of the Phase 1 Wastewater Lift Station Device Access and Maintenance Agreement (Agreement) executed July 25, 2011, for any development beyond those parcels included in the Agreement as Phase 1 in addition to those parcels known as APN 058-650-14 and 058-650-18; developer shall construct the Phase 2 public wastewater station improvements as specified in the Hawkins and Associates Engineering Inc., September 26, 2008 report (or subsequent revisions).
  - iii) The plan shall identify the wastewater trunk line extension under the railroad right of way.
  - iv) The plan shall include the capacity increase measures in Stockton Street, north of Harney Lane.
- f) Non-Potable Water
- i) Plan shall show the extension of the 10" non-potable water main (purple pipe) in Le Baron Boulevard, from Reynolds Ranch Parkway to the proposed park / basin. The main

line shall run in "Street A" from Le Baron Boulevard and connect to the existing 8" main in the trail.

- ii) Plan shall show the extension of the non-potable water main (purple pipe) in Stockton Street, from the Le Baron Boulevard to Harney Lane.

36. Engineered Improvement plans and cost estimate shall be submitted for approval per the City Public Improvement Design Standards for all public improvements prior to final map filing. Plan submittal shall include:

- a) Approved tentative map, signed by the Community Development Director.
- b) Approved master plans for the project.
- c) Current soils report. If the soils report was not issued within the past three (3) years, provide an updated soils report from a licensed geotechnical engineer.
- d) Grading, drainage and erosion control plan.
- e) Copy of Notice of Intent for NPDES permit, including storm water pollution prevention plan (SWPPP) and WDID number.
- f) Street tree planting plan for parkway strip along lot frontages. Requires approval of the Community Development Director.
- g) Landscape, irrigation, lighting and construction for all park and trail components.
- h) Landscape, irrigation, lighting and construction for all reverse frontage, side lot, and median components, including reverse frontage walls. Wall shall be inside the street right-of-way and shall have a height of 6 feet above the adjacent pad elevation or as required by Community Development Department to satisfy General Plan requirements.
- i) All utilities, including water, wastewater, storm drainage, non-potable water, street lights and electrical, gas, telephone and cable television facilities.
- j) Wastewater improvements to the temporary lift station and Stockton street main line.
- k) Joint trench.
- l) Relocation of existing overhead utilities in Stockton Street from Harney Lane to the northern project limits.
- m) Street Improvements for all interior streets, Stockton Street, and Le Baron Boulevard per City Design Standards, Section 1. Curb returns and corner cut-offs shall be per City Standard Plan 611 and 612.
- n) Traffic striping and signage modifications for Stockton Street and Le Baron Boulevard.
- o) Traffic signal modifications and loop detector relocation plan at the intersections of Stockton Street/ Harney Lane, and Le Baron Boulevard/Reynolds Ranch parkway. Coordinate Stockton Street / Harney Lane modifications with Harney Lane Grade Separation Project and Reynolds Ranch Shopping Center Phases IIIA and IIIB.

A complete plan check submittal package, including all the items listed above plus the Map/Improvement Plan Submittal cover letter, Improvement Plan Checklist and engineering plan check fees, is required to initiate the Public Works Department plan review process for the engineered improvement plans.

37. Installation of all public utilities and street improvements within the limits of the map, plus the following "off-site" improvements (See phased construction requirements included in these conditions):

- a) Construction of pavement, curb, gutter, sidewalk, and street lights along both sides of Le Baron Boulevard. Sidewalk along both sides shall be 7ft. wide and detached from the curb and gutter and separated by a 6ft. wide landscaped parkway with landscape and irrigation on each side of the street.
  - b) Stockton Street street improvements shall be extended from its intersection with Harney Lane to the intersection at Le Baron Boulevard.
  - c) Construction of pavement, curb, gutter, sidewalk, and street lights along both sides of Stockton Street. Sidewalk along both sides shall be 7ft. wide and detached from the curb and gutter and separated by a 6ft. wide landscaped parkway with landscape and irrigation on each side of the street. Sidewalk along the west side of Stockton Street is not required north of the project limits.
  - d) Installation/extension of the wastewater, water, non-potable water and storm drain infrastructure within Stockton Street and Le Baron Boulevard. Provide adjacent existing residences with sewer and water service stubs.
  - e) Improvements to the temporary wastewater lift station.
  - f) Improvements to increase capacity in the Stockton Street wastewater main.
  - g) Extension of 24" wastewater main in trail to the west, under the railroad right-of-way. This condition may not be required if the developer elects to pay the fees in lieu of constructing the improvements as approved by the Public Works Director.
  - h) Construction of storm drain main to the west, under the railroad right-of-way. This condition applies to the overall Reynolds Ranch development and does not need to be met with the construction of this subdivision. It may be delayed until the final phase of the overall Reynolds Ranch development.
  - i) Utility and service stubs (water, wastewater, non-potable water, electric, telephone, cable, etc.) for the parcels adjacent to the northern and eastern subdivision boundaries.
  - j) Modifications to Le Baron Boulevard / Reynolds Ranch Parkway and Stockton Street / Harney Lane traffic signals including but not limited to traffic loop installation and timing modifications.
  - k) Installation of sidewalk, lighting, landscaping, irrigation and other amenities along the trail and park.
  - l) Transit amenities, including, but not limited to, a bus stop and signage on the east side of Stockton Street, south of Harney Lane, as approved by the Transit Manager.
  - m) Relocation of overhead utilities in Stockton Street from Harney Lane to Le Baron Boulevard as necessary to complete the required street widening..
38. Submit final map per City and County requirements, including but not limited to the following:
- a) Preliminary title report with copies of all referenced documents.
  - b) Dedicate Public Utilities Easements (PUE) as required by the City and various utilities.
  - c) Dedicate to the City all street, basin, trail, park, and well site properties.
  - d) Waiver of access rights to:
    - i) Le Baron Boulevard for all reverse frontage lots.
    - ii) Stockton Street for all reverse frontage lots
    - iii) Side of lots along the subdivision entrances
    - iv) Site of lot adjacent to the trail.

e) Standard note regarding requirements to be met at subsequent date.

f) Final Map Guarantee

39. All public improvements shall be installed within one year of final map filing under the terms of an improvement agreement to be approved by the City Council prior to final map filing. The Developer will be required to provide to the City acceptable security to guarantee the construction of the public improvements. Prior to acceptance of the improvements, a warranty security in the amount of 10% of the value of the public improvements shall be provided to the City. The warranty period will be two (2) years, commencing on the date of acceptance of the public improvements.
40. All property dedicated to the City of Lodi shall be free and clear of all liens and encumbrances and without cost to the City of Lodi and free and clear of environmental hazards, hazardous materials or hazardous waste. Developer shall prepare and submit a hazardous materials report and shall indemnify the City against any and all hazardous materials and/or ground water contamination for all property/easements dedicated to the City.
41. Abandon/remove of all wells, septic systems and underground tanks in conformance with applicable City, County, and State requirements and codes prior to acceptance of public improvements.
42. An overland flood release pathway shall be incorporated into the streets and circulation design plan for each subarea. For example, when any particular catch basin is obstructed or overwhelmed with water, the street drainage design (high points and low points) shall be calculated so that no water shall pond higher than the one foot (1') below any finished floor elevation without releasing the excess water toward the planned flood release point.
43. Any changes in horizontal alignment of vehicle paths of travel shall have the necessary transitions.
44. The intersection of Le Baron Boulevard and "Street C" shall have a 4-way stop.
45. All project design and construction shall be in compliance with the Americans with Disabilities Act (ADA) and California Title 24. Project compliance with ADA standards is the Developer's responsibility. Any components found to be out of compliance shall be removed and replaced prior to City acceptance.
46. Verification must be provided showing that the fire engines, garbage trucks, and buses can navigate the proposed streets.
47. Existing water and wastewater service flows shall not be impacted by this project. If portions are to be temporarily taken out of service or modified, the developer must provide alternative services with equal or greater flow capacity. Any modification and/or alternative services must be approved by the Public Works Director prior to disturbing any services.
48. The masonry walls along Stockton Street and Le Baron Boulevard shall be inside the City right-of-way.
49. Provide all necessary traffic signs for the entire subdivision, including any necessary traffic signs needed along Le Baron Boulevard and Stockton Street.
50. The development must conform to the General Plan Bike Master Plan. Provide a Class II bike route along Stockton Street and Le Baron Boulevard. "No Parking" signs shall be installed along these streets (both sides).
51. All dead-end streets shall install barricades per City of Lodi Standard Plans 128.
52. Provide a slope easement or retaining wall along the boundary of the development for all grade differentials of one foot or greater.

53. Provide a wall easement for the public masonry wall footings along all parcels that will have a public masonry wall along their property. The easement is not required if a wall design is provided with the footing contained entirely in the public right-of-way.
54. Any enhanced pavement or concrete within the street shall require a maintenance agreement complete with deposit for two (2) future replacements in kind. Developer will be responsible for providing an estimated cost and replacement frequency of the proposed improvements.
55. The Developer shall provide for on-going maintenance and replacement of reverse frontage walls, landscaping and irrigation improvements, street trees in the parkways, as well as other public services as set forth in Resolution No. 2007-59 approved by the City Council on April 4, 2007, by annexation to the City of Lodi Community Facilities District No 2007-1 prior to final map filing. All costs associated with annexation to the District shall be the Developer's responsibility. Developer shall be responsible for the regular and ongoing maintenance and replacement of the landscaping and irrigation improvements and street trees in the parkways until the first revenues are received by the City from the District.
56. Slopes for all parcels within the development must flow towards the proposed streets. All stormwater must be collected within the development and cannot flow to neighboring parcels. The proposed trail and park shall be designed to drain in a manner approved by the City.
57. Storm Drainage for all streets shall be collected and conveyed to the proposed storm drainage basin.
58. Project design and construction shall be in compliance with applicable terms and conditions of the City's Stormwater Management Plan (SMP) and shall employ the Best Management Practices (BMPs) identified in the SMP.
  - a) Stormwater Development Standards will be required for this project. The design of projects containing more than 10 units in a home subdivision is required to follow these Standards.
  - b) State-mandated construction site inspections to assure compliance with the City of Lodi Storm Discharge Permit are required. The fee for the inspections is the responsibility of the Developer and must be paid prior to map filing or commencement of construction operations, whichever occurs first.
59. Construct outfall structure and storm drain pipe at the southwest corner of the basin. Extend the pipe under the railroad to the westernmost railroad right-of-way. Developer will be responsible for all costs and railroad coordination for construction, easements, and obtaining all of the necessary permits. This condition applies to the overall Reynolds Ranch development and does not need to be met with the construction of this subdivision. It may be delayed until the final phase of the overall Reynolds Ranch development.
60. Construct outfall structure and 24" storm drain pipe at the northern portion of the basin. Extend the 24" pipe under the park lot and plug at the northern limits of the property.
61. In order to assist the City of Lodi in providing an adequate water supply, the Developer on behalf of itself, its successors and assigns, shall enter into an agreement with the City that the City of Lodi be appointed as its agent for the exercise of any and all overlying water rights appurtenant to the proposed subdivision, and that the City may charge fees for the delivery of such water in accordance with City rate policies. In addition, the agreement shall assign all appropriative or prescriptive rights to the City. The agreement will establish conditions and covenants running with the land for all lots in the subdivision and provide deed provisions to be included in each conveyance.
62. Install temporary blow-off valves per Standard Plan 409 (or temporary hydrants) to the ends of all dead-end water mains planned for future extension.

63. Provide locations of all water valves and fire hydrants within the development. All water valves and fire hydrants shall have a maximum spacing conforming to the City Design Standards section 4.501 and 4.502, respectively.
64. Install up to three (3) automatic water flushing valves at locations to be determined by the Public Works Utilities Superintendent.
65. Install up to three (3) water sampling stations per Standard Plan 417 at locations to be determined by the Public Works Utilities Superintendent.
66. Remove the existing 10" water main and 15" wastewater main, and 18" wastewater main where lots are being proposed in the current Le Baron Boulevard alignment extension.
67. Extend the existing 24" wastewater main (in the trail) under the railroad right-of-way. Developer will be responsible for all costs and railroad coordination for construction, easements, and obtaining all of the necessary permits. This condition may not be required if the developer elects to pay the fees in lieu of constructing the improvements as approved by the Public Works Director.
68. Developer shall provide improvement plans, estimate, and deposit for removal of the Phase 2 wastewater lift station and related temporary appurtenances upon ultimate connection to the Southwest Trunk Line.
69. The park amenities for a neighborhood park can include the following items:
  - a) Bike racks
  - b) Water play area
  - c) Horseshoes
  - d) Playground
  - e) Picnic tables
  - f) Picnic shelter (rental) BBQ
  - g) Passive area
  - h) Fields
  - i) Trees
  - j) Turf
  - k) Irrigation booster pump
  - l) Restroom (fees paid for half)
  - m) Drinking fountain
  - n) Furniture
  - o) Lights
  - p) Signs
  - q) Handicap parking
  - r) Maxicom Irrigation Equipment

Developer shall coordinate park configuration and design with the Parks Department. Actual layout and features to be determined at time of park design.

Developer shall provide Parks and Recreation with preliminary and final park design and submittals for review and comments. The Developer shall also provide the Parks and Recreation

a minimum of 180 days of park and trail maintenance after the improvements have been accepted by the City of Lodi.

70. All landscaping proposed within the development must conform to the City of Lodi Landscape Maintenance Ordinance.
71. All public irrigation components in the park, trail, reverse frontage, median and entrance side yard shall be colored purple to identify it as being connected to a non-potable water system. Signs shall also be provided to identify areas that are irrigated with non-potable water.
72. The project will install landscape areas along Stockton Street, Le Baron Boulevard, the Trail, and the Park. After the City accepts the landscape improvements, the Developer will be required to maintain the landscaping for two years. Provide a two-year maintenance agreement and surety for the landscaping Stockton Street and Le Baron.
73. The trail and park shall contain a programmable LED lighting system capable of adjusting light intensities at various programmed times.
74. Street light standards shall be per City Standard and consistent with other decorative lights in the City. Street lights shall contain LED fixtures.
75. Developer shall prepare a Cost Sharing Analysis. The analysis shall include the entire tributary area for the given master plan components (upstream and downstream).
76. Per Lodi Municipal Code Section 16.24.040, all reimbursements shall be made by private reimbursement agreement in accordance with Chapter 16.40.
77. The City of Lodi is a participant in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). An application for evaluation of the project site with respect to SJMSCP requirements shall be submitted to the San Joaquin Council of Governments (SJCOG) prior to commencement of any clearing, grading or construction activities on the project site. The developer will be responsible for paying all associated costs and fees.
78. Contact the United States Postal Service for the location and type of mailboxes to be installed in this subdivision.
79. The following improvements may be constructed with different phases as follows:
  - a) Phase 1:
    - i) Two connections to the City water system
    - ii) Wastewater lift station upgrades
    - iii) Stockton Street wastewater main capacity improvements
    - iv) Le Baron Boulevard complete construction to Reynolds Ranch Parkway, including all utilities, curb, gutter, sidewalk, pavement, landscaping, block wall, lighting and signal modifications
    - v) Stockton Street complete construction within the project boundary, including all utilities, curb, gutter, sidewalk, pavement, landscaping, block wall and lighting
    - vi) Full basin excavation and stabilization
    - vii) Transit Improvements
  - b) Phase 2:
    - i) Stockton Street complete widening to Harney Lane, including all utilities, curb, gutter, sidewalk (east side only), pavement, lighting and signal modifications
    - ii) Water Well or approved alternative (unless water capacity study requires it with Phase 1)

- iii) Trail (all components)
  - iv) Park (all components)
  - v) Basin outfall (northern outfall) and storm drain pipe through park site.
- c) Phase 3:
- i) 24" wastewater trunk line (in trail) extension to the west under the railroad right-of-way (not applicable if in lieu fees are paid)
  - ii) Basin outfall (southwestern outfall) and storm drain trunk line extension to the west under the railroad right-of-way (may be delayed until the final phase of the overall Reynolds Ranch development, per Condition No. 59).

Note: Each phase must maintain two (2) points of approved emergency access at all times. Approvals shall be obtained from the Fire Marshal.

80. Obtain the following permits:

- a) San Joaquin County well/septic abandonment permit.
- b) City of Lodi encroachment permit for work within their right-of-way.
- c) Grading Permit from the City of Lodi Building Department
- d) NPDES Construction General Permit (SWPPP).
- e) San Joaquin Valley Air Pollution Control District (SJVAPCD) permits.
- f) State permit for water well

81. Payment of the following:

- a) Filing and processing fees and charges for services performed by City forces per the Public Works Fee and Service Charge Schedule.
- b) Development Impact Mitigation Fees per the Public Works Fee and Service Charge Schedule at the certificate of occupancy.
- c) Habitat Conservation Fee
- d) Regional Transportation Impact Fee (RTIF) at the time of building permit issuance.
- e) Stormwater compliance inspection fee prior to map filing or commencement of construction operations, whichever occurs first.
- f) Fees charged for design, review, inspection, impact, or encroachment by the various agencies and utility companies having jurisdiction in this area.
- g) Future costs to abandon the temporary "Phase 2 Wastewater Lift Station" and appurtenances. This fee shall be paid at the beginning of Phase 3 development
- h) Annexation into the City of Lodi Community Facilities District – Estimated at \$10,000.
- i) Any existing reimbursement fees per existing agreements

The above fees are subject to periodic adjustment as provided by the implementing ordinance/resolution. The fee charged will be that in effect at the time of collection indicated above.

82. The project is required to fulfill the following obligations from the previous Development Agreement for the Reynolds Ranch development.

- i. Electric Utility Impact Fees. Developer shall pay \$291,336.28 in electric utility line extension costs called for in paragraph 6.4.10 of the Development Agreement by January 1, 2013.

- ii. Agricultural Mitigation. Developer shall satisfy the Agricultural Mitigation Requirements set forth in paragraph 6.1.2 and 6.4.11 of the Development Agreement. (See condition 14)
- iii. Maintenance of Public Improvements. Developer shall comply with the requirements of paragraph 6.4.5 of the development agreement.
- iv. Dedication of Fire Station property has taken place.
- v. Public Art. Developer shall comply with the requirement to install public art set forth in paragraph 6.4.8 of the Development Agreement. The \$60,000 amount shall be reduced by the ratio of the project to the overall Reynolds Ranch development. (78/220 acres)

**Dated: June 25, 2014**

I certify that Resolution No. 14-19 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on June 25, 2014 by the following vote:

**AYES:** Commissioners: Heinitz, Hennecke, Kirsten, Kiser, Olson, Slater and Chair Jones  
**NOES:** Commissioners: None  
**ABSENT:** Commissioners: None

ATTEST

  
\_\_\_\_\_  
Secretary, Planning Commission

**LODI PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JUNE 25, 2014**

1. CALL TO ORDER / ROLL CALL

The Regular Planning Commission meeting of June 25, 2014 was called to order by Chair Jones at 7:00 p.m.

Present: Planning Commissioners – Heinitz, Hennecke, Kirsten, Kiser, Olson, Slater and Chair Jones

Absent: Planning Commissioners – None

Also Present: Senior Planner Craig Hoffman, Contract Interim Deputy City Attorney Judith Propp, and Deputy Public Works Director Charles Swimley

2. MINUTES

“May 14, 2014”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Hennecke second, approved the minutes of May 14, 2014 as written.

3. PUBLIC HEARINGS

a) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Jones called for the public hearing to consider the request of the Planning Commission for:

- I) Growth Management Allocation for 227 Medium-Density Residential Lots and 330 High-Density units; and
- II) A Vested Subdivision Map for the Reynolds Ranch Subdivision, a 78 acre, 557 unit subdivision; and
- III) Adopt Development Standards for the subdivision known as Reynolds Ranch Subdivision located within Planned Development 39 Zoning District.

(Applicant: Skinner Ranch Holdings LP; File: 2014-07 S / GM; CEQA Status: Section 15153 – Previous EIR)

Senior Planner Craig Hoffman gave a brief PowerPoint presentation based on the staff report. Staff is recommending approval of the project as conditioned. Staff noted additional handouts showing “before and after” for project design and a memo outlining modifications to conditions 37h, 59 and 79 c ii. The project also includes buffer and fencing treatments.

Chair Jones asked about buffer treatments and when the property to the north could be expected to develop. Also questions about the basin design. Hoffman identified that the property to the north would likely develop over the next few years. Deputy P.W. Director Swimley identified that the basin would be natural in design, but not necessarily meant for groundwater recharge.

Commissioner Olson asked about building lot coverage percentages in the design guidelines. Hoffman reviewed that the guidelines allow for 60 percent coverage of the parcel.

Commissioners, Hennecke, Kirsten, Kiser, Slater and Chair Jones disclosed they had met with the applicant.

Hearing Opened to the Public

- Dale Gillespie, the applicant, came forward to answer any questions. The project is an extension of the overall Reynolds Ranch development.

- Jeffrey Kirst, local resident and developer, supports the project. He sees the project as being good for the community and helps move the Lodi economy forward with development opportunities.
- Roberto Dias, property owner to the south of the project, came forward to make sure appropriate buffers were in place for the high density parcel. Hoffman confirmed that the trail buffer was 75' wide and additional setbacks on the high density parcel would occur.
- Roger Stafford, local resident, supports the project. He supports the trail systems, buffers and good design features of the project. These are features the General Plan and community support.

Public Portion of Hearing Closed

Commissioners Heinitz, Hennecke, Kirsten, Kiser, Olson, Slater and Chair Jones all indicated that open space buffers, trail systems and good design are items that the Commission has been pushing for and thanked the applicant for including them in his project.

MOTION / VOTE:

The Planning Commission, on motion of Vice Chair Kiser, Hennecke second, finds the project has satisfied the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15153, the project is consistent with the findings of the previous environmental documents prepared for the Reynolds Ranch development and approve the Vesting Tentative Subdivision Map and Planned Development Guidelines for the Reynolds Ranch Subdivision and recommend to the City Council approval of the request for 227 Medium-Density and 330 High-Density Growth Management Allocations subject to conditions in the attached resolution. The motion carried by the following vote:

Ayes: Commissioners – Heinitz, Hennecke, Kirsten Kiser, Olson, Slater and Chair Jones  
Noes: Commissioners – None  
Absent: Commissioners - None

Commissioners Heinitz and Kirsten recused themselves from the following two public hearing items because of proximity to owned properties in the Downtown area.

Commissioner Heinitz stated that he needed to excuse himself from the rest of the meeting at this point.

- b) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Jones called for the public hearing to consider the request of the Planning Commission approval of a Use Permit Amendment to allow a Type-42 On-Sale Beer and Wine for The Cellar Door at 21 N School Street. (Applicant: Lodi Family Wineries; File 2014-17 U; CEQA Determination: Exempt per Section 15321)

Senior Planner Craig Hoffman gave a brief PowerPoint presentation based on the staff report and also provided a discussion on alcohol saturation compared to overall downtown businesses. Staff recommends approval of the project as conditioned.

Commissioner Hennecke asked about a Type 69 ABC license and what exactly it allows. Hoffman identified this was for live theater.

Hearing Opened to the Public

- Vanessa Foreman and Heather Bregman, representatives for the applicant, came forward to answer questions. Ms. Foreman stated that Cellar Door was looking forward to expanding their offerings and regional partners.
- Vice Chair Kiser asked about types of beers that would be served and if they would be from distributors. Ms Foreman stated that beers would be from distributors and not brewed on-site.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Hennecke second, finds the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321 and approve the Use Permit Amendment to allow the sale of beer Alcoholic Beverage Control (ABC) Type 42 license at 21 N. School Street subject to the findings and conditions of approval contained in the draft Resolution. The motion carried by the following vote:

Ayes: Commissioners – Hennecke, Kiser, Olson, Slater and Chair Jones  
Noes: Commissioners – None  
Absent: Commissioners - Heinitz and Kirsten

- c) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Jones called for the public hearing to consider the request of the Planning Commission for approval of a Use Permit to allow a Type-41 On-Sale Beer and Wine for Marino's at 212 South School Street. (Applicant: Leona Marino; File 2014-20 U; CEQA Determination: Exempt per Section 15321)

Senior Planner Craig Hoffman gave a brief PowerPoint presentation based on the staff report. Staff recommends approval of the project as conditioned.

Hearing Opened to the Public

- Leona Marino, applicant, came forward to answer questions. Ms. Marino is looking forward to being a part of the Lodi downtown and community.
- Chair Jones asked about past restaurant experience. Ms. Marino stated that she has run a catering business for years and worked in the restaurant industry. She is excited to bring her cooking to the downtown.
- Vice Chair Kiser wanted to make sure the restaurant took advantage of ABC training programs. Ms. Marino stated that all her employees would be taking the ABC classes and programs.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Slater second, finds that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321, and adopt a Resolution approving the Use Permit Use Permit to allow the sale of beer and wine Alcoholic Beverage Control (ABC) Type 41 license at 212 South School Street subject to the findings and conditions of approval contained in the draft Resolution. The motion carried by the following vote:

Ayes: Commissioners – Hennecke, Kiser, Olson, Slater and Chair Jones  
Noes: Commissioners – None  
Absent: Commissioners - Heinitz and Kirsten

Commissioner Kirsten rejoined the Commission.

4. PLANNING MATTERS/FOLLOW-UP ITEMS

Senior Planner Hoffman stated that the Tentative Looking Ahead Project List has been provided and staff is available to answer any questions.

Vice Chair Kiser and Commissioner Kirsten asked about on-going work with the Super Wal-Mart project. Hoffman stated that the company is currently working on their site grading plans.

Senior Planner Hoffman gave a brief report regarding the ABC License saturation in the downtown area. This is continued information that is being gathered to be brought back to the Commission to address concerns that have been expressed about the downtown vision.

5. ANNOUNCEMENTS AND CORRESPONDENCE

None

6. ACTIONS OF THE CITY COUNCIL

Senior Planner Hoffman stated that a memo has been provided and gave a brief overview of the listed items.

Vice Chair Kiser asked questions about the Michael David Winery pipeline and wanted to make sure staff was looking out for design and potential precedent setting.

7. ACTIONS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE

None

8. ART IN PUBLIC PLACES

Commissioner Kirsten provided an overview of on-going efforts for painting of transit boxes, expanding the effort and on-going maintenance. Committee has 23 proposals and 16 have been completed.

Post Office bench project is in place with the crane mosaic.

The Seward Johnson exhibit is proposed to come back to Lodi possibly next year.

9. COMMENTS BY THE PUBLIC (NON-AGENDA ITEMS)

None

10. COMMENTS BY STAFF AND COMMISSIONERS (NON-AGENDA ITEMS)

All the Commissioners expressed their thanks for the Post Office concrete staining and work on Sacramento Street.

All the Commissioners and Staff thanked Commissioners Jones for everything he has done on the Commission. He will be missed by all.

11. ADJOURNMENT

There being no further business to come before the Planning Commission, the meeting was adjourned at 7:55 p.m.

ATTEST:



Craig Hoffman  
Senior Planner

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE PLANNING COMMISSION'S RECOMMENDATION FOR  
THE 2014 GROWTH MANAGEMENT ALLOCATIONS FOR  
REYNOLDS RANCH SUBDIVISION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the 2014 Growth Management Allocation as recommended by the Lodi Planning Commission, as shown as follows:

	<u>Requested 2014 Allocations</u>	<u>Recommended 2014 Allocations</u>
Reynolds Ranch	0 Low-Density	0 Low-Density
Reynolds Ranch	227 Medium-Density	227 Medium-Density
Reynolds Ranch	330 High-Density	330 High-Density
<b>TOTAL</b>	<b>557</b>	<b>557</b>

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2014, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk



*Please immediately confirm receipt  
of this fax by calling 333-6702*

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AUTHORIZE 227 MEDIUM-DENSITY RESIDENTIAL AND 330 HIGH-DENSITY RESIDENTIAL GROWTH MANAGEMENT ALLOCATIONS FOR REYNOLDS RANCH SUBDIVISION**

**PUBLISH DATE: SATURDAY, JULY 19, 2014**

**LEGAL AD**

**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO: JENNIFER M. ROBISON, CITY CLERK**  
**LNS ACCT. #0510052** City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED: THURSDAY, JULY 17, 2014**

**ORDERED BY: JENNIFER M. ROBISON, CMC**  
CITY CLERK

\_\_\_\_\_  
JENNIFER M. ROBISON  
CITY CLERK

*Elena Stoddard*  
\_\_\_\_\_  
ELENA STODDARD  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Faxed to the Sentinel at 369-1084 at 4:30m (time) on 7/17/14 (date) 2 (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ ES \_\_\_\_\_ JMR (initials)



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AUTHORIZE 227 MEDIUM-DENSITY RESIDENTIAL AND 330 HIGH- DENSITY RESIDENTIAL GROWTH MANAGEMENT ALLOCATIONS FOR REYNOLDS RANCH SUBDIVISION**

On Thursday, July 17, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for Reynolds Ranch Subdivision (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON  
CITY CLERK**

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JENNIFER M. ROBISON, CMC  
CITY CLERK

  
\_\_\_\_\_  
ELENA STODDARD  
ADMINISTRATIVE CLERK



## DECLARATION OF MAILING

### **PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AUTHORIZE 227 MEDIUM-DENSITY RESIDENTIAL AND 330 HIGH-DENSITY RESIDENTIAL GROWTH MANAGEMENT ALLOCATIONS FOR REYNOLDS RANCH SUBDIVISION**

On Thursday, July 17, 2014, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for Reynolds Ranch Subdivision, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON  
CITY CLERK, CITY OF LODI**

A handwritten signature in cursive script that reads "Elena Stoddard".

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ELENA STODDARD  
ADMINISTRATIVE CLERK

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JENNIFER M. ROBISON, CMC  
CITY CLERK



# CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: August 6, 2014

Time: 7:00 p.m.

For information regarding this notice please contact:

**Jennifer M. Robison**  
City Clerk  
Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, August 6, 2014**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Adopting a resolution approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential growth management allocations for Reynolds Ranch Subdivision.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Jennifer M. Robison  
City Clerk

Dated: July 16, 2014

Approved as to form:

  
Janice Magdich  
City Attorney

300 Foot Radius Mailing List for the Reynolds Ranch Subdivision Growth Management Allocations Public Hearing

PARCEL	OWNER	ATTN	STREET	CITY	STATE	ZIP
5801001	UPRR		N/A			
5801002	CURRENT RESIDENT		3435 E ARMSTRONG RD	LODI	CA	95240
5811015	CURRENT RESIDENT		3651 E SCOTTSDALE RD	LODI	CA	95240
5811017	CURRENT RESIDENT		3771 E SCOTTSDALE RD	LODI	CA	95240
5811018	CURRENT RESIDENT		3909 E SCOTTSDALE RD	LODI	CA	95240
5811020	CURRENT RESIDENT		4111 E. SCOTTSDALE RD	LODI	CA	95240
5811031	CURRENT RESIDENT		4279 E SCOTTSDALE RD	LODI	CA	95240
5811032	CURRENT RESIDENT		4291 E SCOTTSDALE RD	LODI	CA	95240
5811042	CURRENT RESIDENT		3511 E SCOTTSDALE RD	LODI	CA	95240
5813014	GOMEZ, SALVADOR & MARIA A		2845 S STOCKTON ST	LODI	CA	95240
5813022	PELLETTI, MARIA VILMA TR		2825 S STOCKTON ST	LODI	CA	95240
5865003	ROBERT L & CAROLYN W REYNOLDS		33 E TOKAY ST	LODI	CA	95240
5865004	LEBARON RANCHES LP ETAL		33 E TOKAY ST	LODI	CA	95240
5865005	CALIF PHYSICIANS SERVICE CORP	BLUE SHIELD OF CAL ATTN BETTY	3021 REYNOLDS RANCH PKWY	LODI	CA	95240
5865012	SKINNER RANCH HOLDINGS LP		1420 S MILLS AVE STE K	LODI	CA	95242
5865013	SKINNER RANCH HOLDINGS LP		1420 S MILLS AVE SUITE L	LODI	CA	95242
5865018	TELFAIR CORPORATION	HOME DEPOT INC USA	13161 TELFAIR AVE	SYLMAR	CA	91342
applicant	REYNOLDS RANCH PARTNERS Inc		1420 S MILLS AVE, SUITE M	LODI	CA	95242

**EXHIBIT B**



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Planning Commission

**MEETING DATE:** August 6, 2014

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Planning Commission.

**BACKGROUND INFORMATION:** On several occasions, the City Council directed the City Clerk to post for vacancies on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

**Library Board of Trustees**

Charlene Martin Term to expire June 30, 2017

NOTE: Two applicants (one reappointment and one new application); posting ordered 5/7/14; application deadline 6/19/14

**Lodi Arts Commission**

Tabitha Johnson Term to expire July 1, 2017

Catherine Metcalf Term to expire July 1, 2017

Richard Vasquez Term to expire July 1, 2016

NOTE: Three applicants (one reappointment; one new application; and one application on file); posting ordered 10/2/13; 11/20/13; and 5/7/14; application deadline 6/19/14

**Lodi Planning Commission**

William Cummins Term to expire June 30, 2018

NOTE: Four applicants (four new applications); posting ordered 5/7/14; application deadline 6/19/14

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Jennifer M. Robison  
City Clerk

JMR

**APPROVED:** \_\_\_\_\_  
Steve Schwabauer, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Provide Direction Regarding Wine Country Cardroom and Restaurant Request for Ordinance Change Increasing the Number of Tables Allowed and Use of “Casino” in Signage

**MEETING DATE:** August 6, 2014

**PREPARED BY:** City Attorney’s Office

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**RECOMMENDED ACTION:** Provide direction regarding Wine Country Cardroom and Restaurant request for Ordinance change increasing the number of tables allowed and use of “casino” in signage.

**BACKGROUND INFORMATION:** In October 2012, the City Council amended its cardroom ordinance to include the following:

- 1) Capped Card Room License Fee at \$20,000 on the first \$240,000 of monthly gross revenue the permittee received from cardroom operations, and 4.5% of monthly gross revenue in excess of \$240,000;
- 2) Allowed the cashing of checks and issuance of credit to the extent permitted by State law;
- 3) Allowed two additional tables (from 11 to 13);
- 4) Eliminated limits on players per table;
- 5) Eliminated specific daily hourly operation limits in favor of a maximum limit of 140 hours per week; and
- 6) Allowed gaming in any rooms with an exterior unlocked door (instead of the current main entrance requirement).

By letter dated April 30, 2014 (attached), Wine Country Cardroom and Restaurant has submitted a request to increase the number of tables allowed under the current ordinance from 13 to 15, and to cap the total number of tables permitted within the City at 15. Such an increase is permissible under Business & Professions Code section 19961.06(b). In addition, Wine Country Cardroom and Restaurant has requested that the City Council reconsider the use of the word “casino” in connection with the signage and overall operations and promotions of the business. As you will recall, on April 18, 2007, the Council held a public hearing on an appeal from the Planning Commission decision related to the Wine Country Cardroom and Restaurant. At the conclusion of the public hearing, the Council adopted Resolution No. 2007-71 (attached) approving a Conditional Use Permit for Wine Country Cardroom and Restaurant, which included a condition prohibiting the use of the word “casino” in all signage. Also attached are the minutes of the April 18<sup>th</sup> public hearing for Council’s review.

Amendments to cardroom ordinances must be reviewed and approved by the California Attorney General’s Office prior to their consideration by the City Council. Accordingly, we are seeking Council direction on whether to expend staff resources to prepare a draft ordinance for the Attorney General’s review and approval, and subsequent Council consideration.

The Police Department and Community Development Department have both indicated that they have no objection to Wine Country Cardroom and Restaurant’s request to increase the number of tables to 15 and to cap the total number of tables within the City at 15.

**FISCAL IMPACT:** Unknown revenue to the General Fund.

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Janice D. Magdich, City Attorney

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**BUSINESS AND PROFESSIONS CODE - BPC**

**DIVISION 8. SPECIAL BUSINESS REGULATIONS [18400 - 22948.7]** (*Division 8 added by Stats. 1941, Ch. 44.*)

**CHAPTER 5. The Gambling Control Act [19800 - 19987]** (*Chapter 5 repealed and added by Stats. 1997, Ch. 867, Sec. 3.*)

**ARTICLE 13. Local Governments [19960 - 19966]** (*Article 13 heading added by Stats. 2002, Ch. 738, Sec. 109.*)

(a) Notwithstanding Sections 19961 and 19962, a city, county, or city and county may amend 19961.06. an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, above the number of tables authorized in the ordinance that was in effect on January 1, 2010. A city, county, or city and county may exercise the authority provided by this subdivision only one time, but this authority shall be in addition to any authorization under any other law for a city, county, or city and county to increase the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.

(b) Notwithstanding Sections 19961 and 19962, and in addition to the authorization granted by subdivision (a), a city, county, or city and county may amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, above the number of tables authorized in the ordinance that was in effect on January 1, 2013. A city, county, or city and county may exercise the authority provided by this subdivision only one time, but this authority shall be in addition to any authorization under any other law for a city, county, or city and county to increase the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.

*(Amended by Stats. 2013, Ch. 745, Sec. 1. Effective January 1, 2014.)*

**SNIDER, DIEHL & RASMUSSEN, LLP**

ATTORNEYS AT LAW

STEPHEN C. SNIDER  
TRENTON M. DIEHL  
CRAIG RASMUSSEN

1111 WEST TOKAY STREET  
P.O. BOX 560  
LODI, CALIFORNIA 95241-0560

209-334-5144  
FAX 209-333-1034

April 30, 2014

Janice Magdich  
Interim City Attorney  
P. O. Box 3006  
Lodi, CA. 95241

RE: City of Lodi Cardroom Ordinance/Resolution

Dear Ms. Johl:

This office represents the Wine Country Cardroom and Restaurant located at 1800 S. Cherokee Lane in Lodi. The purpose of this letter is to request action by the Lodi City Council to change the Lodi City Code of Ordinances as it relates the number of tables permitted in any cardroom or within the City. That section is currently found at 5.12.140C. That provision reads, "Not more than 13 tables shall be permitted in any cardroom. No more than 13 tables shall be permitted to operate within the City."

Section 19961.06 of the California Business & Professions Code was recently amended by Assembly Bill No. 1039. Among other things, the new statute authorizes a city to amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment above the number of tables authorized in the ordinance that was in effect on January 1, 2013. As stated above, the ordinance with that was in effect in Lodi on January 1, 2013, allowed up to 13 tables. Based upon this amendment to the Business & Professions Code, we would respectfully request that the City consider amending the cardroom ordinance cited above to allow for not more than 15 tables permitted in any cardroom and not more than 15 tables permitted to operate within the City.

In addition, we would like to revisit the issue of use of the word "casino" with the Council. On April 18, 2007, the Lodi City Council conducted a public hearing on an appeal from the Planning Commission related to the Wine Country Cardroom and Restaurant. At the conclusion of the public hearing, the City Council moved, seconded, and adopted Resolution No. 2007-71 approving a Conditional Use Permit for Wine Country, including a condition to "prohibit the use of the word 'casino' in all signage." Wine Country would respectfully request that the City Council revisit and reconsider its resolution and allow Wine Country to use the word "casino" in connection with signage and overall operations and promotions of the facility.

Janice Magdich  
April 30, 2014  
Page Two

Among the reasons for this request are opportunities that Wine Country has to engage in regional branding in cooperation with other Northern California cardrooms/casinos. Quite frankly, our marketing people believe that the word "casino" carries with it a more favorable connotation than the word "cardroom". We do not believe that the limitation confers any substantial benefit on the City of Lodi or the citizens thereof and represents a substantial restriction of Wine Country's commercial and free speech rights.

Thank you very much for your consideration of the foregoing requests. Please do not hesitate to contact me if you have any questions or comments regarding the foregoing.

Very truly yours,

SNIDER, DIEHL & RASMUSSEN, LLP

By

  
STEPHEN C. SNIDER

SCS:sw

cc: Steve Schwabauer, Interim City Manager  
P. O. Box 3006, Lodi, CA., 95241

RESOLUTION NO. 2007-71

A RESOLUTION OF THE LODI CITY COUNCIL DENYING  
THE APPEAL FROM KENNETH R. OWEN REGARDING THE  
PLANNING COMMISSION'S APPROVAL OF A CONDITIONAL  
USE PERMIT FOR WINE COUNTRY CASINO AND RESTAURANT  
LOCATED AT 1800 SOUTH CHEROKEE LANE

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WHEREAS, notice thereof having been published according to law, an affidavit of which is on file in the office of the City Clerk, a public hearing was held April 18, 2007, by the Lodi City Council to consider the appeal of Kenneth R. Owen regarding the Planning Commission's approval of a Conditional Use Permit for Wine Country Casino and Restaurant located at 1800 South Cherokee Lane.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does deny the appeal from Kenneth R. Owen, thereby upholding the decision of the Planning Commission to approve a Conditional Use Permit for Wine Country Casino and Restaurant located at 1800 South Cherokee Lane; and

BE IT FURTHER RESOLVED that the Lodi City Council does further direct the following two conditions be incorporated into the Conditional Use Permit: 1) limit the hours of operation to 10:00 a.m. to 2:00 a.m., Monday through Sunday; and 2) prohibit the use of the word "casino" in all signage.

Dated: April 18, 2007

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I hereby certify that Resolution No. 2007-71 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 18, 2007, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Johnson
- NOES: COUNCIL MEMBERS – Hitchcock
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 18, 2007**

**C-1 CALL TO ORDER / ROLL CALL**

The City Council Closed Session meeting of April 18, 2007, was called to order by Mayor Johnson at 6:00 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

**C-2 ANNOUNCEMENT OF CLOSED SESSION**

- a) Review of Council Appointees – City Manager and City Attorney – pursuant to Government Code §54957
- b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Norma Carson against City of Lodi Based on Personal Injury
- c) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Stephen Banks and Christine Banks, San Joaquin County Superior Court, Case No. CV 032023
- d) Actual Litigation: Government Code §54956.9(a); Two Consolidated Cases; Ana Perez v. Allen Aadland, City of Lodi, et al. and Allstate Insurance Company v. City of Lodi, Allen B. Aadland, Lodi Electric Utility, et al., San Joaquin County Superior Court Case No. CV 028324
- e) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- f) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

**C-3 ADJOURN TO CLOSED SESSION**

At 6:00 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:53 p.m.

**C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION**

At 7:00 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (e) were not discussed.

Items C-2 (b), C-2 (c), and C-2 (f) were discussion only.

In regard to Item C-2 (d), settlement authority and direction was given for \$15,000.

**A. CALL TO ORDER / ROLL CALL**

The Regular City Council meeting of April 18, 2007, was called to order by Mayor Johnson at 7:00 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Dale Edwards requested a reconsideration of the previously adopted ordinance pertaining to gambling based on ethical considerations.
- Tom Newton stated the procedures regarding the previously adopted cardroom ordinance were properly followed and adhered to. In response to Council Member Hitchcock, Mr. Newton stated there was not a legal expansion of gambling per statute when the table size was changed from 48 to 90.
- Greg Goehring spoke in opposition to the previously adopted ordinance pertaining to gambling based on his concerns regarding the expansion of tables and people at the tables, the 9% gross revenues paid to the City, Mr. Newton's participation in the drafting of the ordinance, and comparisons to the Stockton ordinance. City Attorney Schwabauer stated the ordinance was drafted prior to and without Mr. Newton's involvement. Mr. Schwabauer stated Mr. Newton did provide comments at a later date by way of a draft proposed ordinance.
- Mark Washburn requested reconsideration of the previously adopted ordinance pertaining to gambling based on his concerns regarding community impact and signage along the highway.
- Ryan Lewis spoke in favor of the previously adopted ordinance pertaining to gambling, stating that additional people are interested in coming to the card room due to changes in the games.
- Linda Salisbury requested reconsideration of the previously adopted cardroom ordinance based on her concerns regarding impacts on families and children.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Council Member Hansen reported on his attendance at the utility directors' retreat as Vice Chair of Northern California Power Agency, Century Meadows Park fencing and reseeding, and efforts regarding the safety of Highway 12.
- Council Member Hitchcock reported on her attendance at the Lodi Arts Commission dinner and dance and encouraged community participation with the Commission's efforts.
- Mayor Johnson reported that the Board of Supervisors committed \$400,000 to the Grape Bowl rehabilitation project. Mr. King stated the Grape Bowl Committee must now raise approximately \$500,000 in a 12-month period. Mayor Johnson also stated he, Council Member Katzakian, City Manager King, and Police Chief Adams will serve on a San Joaquin County task force addressing the expansion of jail facilities.
- Mayor Pro Tempore Mounce stated she had some concerns regarding speeding in neighborhoods and suggested citizens may be able to help by obtaining lawn signs for a minimal fee and placing them in their front yards. She suggested staff may want to look into options regarding the same.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King stated staff is working on public education through the Police Department regarding citizens observing traffic laws.



I. PUBLIC HEARINGS

Mayor Johnson stated the Council may want to consider a motion regarding time limits for public comments on the first public hearing in light of the crowd. He stated public comments can be limited to a specified time and discouraged repetitive comments. Council Member Hitchcock stated public comments should not be limited by time, but repetitive comments should be discouraged. Council Member Hansen stated he agreed with Council Member Hitchcock.

- I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider an appeal of the Planning Commission's approval of a Conditional Use Permit for Wine Country Casino and Restaurant located at 1800 South Cherokee Lane (Wine Country Casino and Restaurant, applicant; Kenneth R. Owen, appellant) *NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31*

*Continued April 18, 2007*

Mayor Pro Tempore Mounce disclosed she visited the old and new facilities, spoke to facility workers, and met with Mr. Owen.

Council Member Hansen disclosed that he spoke with Mr. Newton some time ago, spoke with Mr. Owens several times, and was unable to meet with the facility members.

Council Member Hitchcock disclosed she exchanged emails with Chris Ray but was unable to meet, met with Mr. Owen, received documentation from Mr. Newton, and visited the facility.

Council Member Katzakian disclosed he had spoken with both sides and visited the new facility.

Mayor Johnson disclosed he received a number of communications, has not met with anybody since the previous ordinance was adopted, and has not visited the site.

City Manager King briefly introduced the subject matter.

Planning Manager Pirnejad provided an overview of the history and current status of the appeal. He specifically discussed compliance with the Municipal Code, project site, proposed services, Planning Commission review and recommendations, appeal by Christian Community Concerns, C-2 commercial zoning, Police Department analysis, involvement of the Office of Gambling Control and Department of Alcohol and Beverage Control, review of the proposal, staff recommendations, proposed landscape plan, and the condition of yearly review.

In response to Council Member Hitchcock, Mr. Pirnejad provided an overview of the Planning Commission discussion regarding this item. Mr. Pirnejad specifically discussed the location of the site at the entrance to the City, proximity to residential areas, property values, signage, addictiveness of alcohol and gambling, lighting and landscaping plan, traffic study, and consultation with the traffic engineers regarding the same.

In response to Council Member Hitchcock, Mr. Pirnejad stated the facility is required by the Municipal Code to have 39 parking spaces and it has 84 with potential for additional overflow. He stated the maximum occupancy is less than 300 people.

In response to Council Member Hitchcock, Mr. Pirnejad stated the proposal is to use the signage that is currently in existence with no changes.

In response to Mayor Pro Tempore Mounce, Mr. Pirnejad stated the signage does have the ability to light up.

In response to Council Member Hansen, Mr. Pirnejad stated there is no permit requirement to change the face plate of the signage other than a building permit. Council Member Hansen stated he would not want to see the word "casino" on the sign.

In response to Council Member Hitchcock, Mr. Pirnejad stated, as a condition of the use permit, the owner must keep the sliding door separator between the restaurant and casino closed.

In response to Council Member Hitchcock, Mr. Pirnejad stated there is no outstanding Fire Department correction, but the notation is used to reserve future concerns as a condition of the certificate of occupancy.

In response to Council Member Hitchcock, Mr. Pirnejad stated he is not aware of the ages of the employees in the restaurant.

In response to Council Member Hitchcock, Mr. Pirnejad stated 5.1 references a section of the ordinance that must be complied with.

In response to Council Member Hitchcock, Mr. Pirnejad stated notices were sent out to everyone located within a 300 foot radius as required by law. Discussion ensued between Council Member Hitchcock, City Attorney Schwabauer, and Mr. Pirnejad regarding the need for individual notification to property owners in the condo complex, notice to the homeowners association, and legal compliance with the noticing statutes. Mr. Schwabauer indicated noticing requirements were met pursuant to law.

In response to Council Member Hitchcock, Mr. Pirnejad stated the hours of operation could be changed.

In response to Council Member Hitchcock, Mr. Pirnejad stated the current ordinance was not changed as to the sale of alcohol. Mr. Pirnejad stated the Stockton ordinance does not allow the sale of alcohol in the cardroom, but does allow the sale onsite. He stated the City's ordinance does allow the sale of alcohol in the cardroom, but also limits the dealing of cards to those inebriated.

In response to Mayor Pro Tempore Mounce, Mr. Schwabauer stated the proposed facility could not operate as a casino in the Tahoe sense of the word unless state law and the Municipal Code changed. He stated state law does not prevent a cardroom from utilizing the word casino; although, the operation is limited to a cardroom. He stated the primary difference is the interest in the outcome of the bet placed.

In response to Council Member Hitchcock, Mr. Schwabauer stated he is not aware of any push to change or otherwise expand cardroom operations statewide.

#### RECESS

At 8:44 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:53 p.m.

#### I. PUBLIC HEARINGS (Continued)

##### I-1 Comments by Appellant and Applicant (Cont'd.)

- Ken Owen, appellant and representative of Christian Community Concerns, provided an overview of the organization. Mr. Owen also discussed the City's previous adoption of the ordinance pertaining to gambling, overall growth and expansion in the city, notification requirements for the proposed facility, petitions signed by individuals opposed to the proposed facility, location of the facility near the entrance to the city, Cherokee Lane traffic concerns, Stone Tree condo unit sales and property values, and the overall effect of gambling on families. In response to Council Member Hitchcock, Mr. Owen stated he was advised by the realtor that the property values of the condos would be adversely affected. In response to Mayor Johnson, Mr. Owen stated he was not sure how many of the units were currently leased or rented.
- Diane Rankin, representing Stone Tree condo complex, stated it placed brochures in the sales office for potential buyers who are not aware of the proposed facility. In response to Council Member Hansen, Ms. Rankin stated the complex has 42 owners, 4 of whom are offsite, and 32 unsold units. She stated the last unit sold today.
- Tom Newton, representative of Wine Country Casino and Cardroom, provided a brief presentation regarding the proposed facility. He discussed the recommendations of the Police Department and Planning Commission, previous lawful use, the annual review, new jobs, and location in a commercial zone. In response to Council Member Hansen, Mr. Newton stated they have expended about \$150,000 and are committed to a 15-year

facility lease. In response to Mayor Johnson, Mr. Newton stated, as a condition of the use permit, they will be returning for an annual review to ensure compliance. City Attorney Schwabauer stated there may also be other independent reviews by differing agencies. In response to Council Member Hitchcock, Mr. Newton stated they are not taking anything for granted and are working on a self-policing program through the Department of Gambling.

Hearing Opened to the Public

- David Gutierrez spoke in opposition to the proposed facility based on concerns regarding the effects of gambling on children.
- John Glen spoke in favor of the proposed facility based on the positive impacts it will have on the community.
- Pat Meeks spoke in favor of the proposed facility, stating he played cards for entertainment purposes.
- LaVerne Avila spoke in opposition to the proposed facility based on location concerns.
- Pastor Knowles spoke in opposition to the proposed facility based on the moral effects of gambling.
- Perry Kallis spoke in opposition to the proposed facility based on the negative effects of gambling on communities.
- Tim Pollock spoke in opposition to the proposed facility based on the negative effects of gambling on families.
- Dale Edwards spoke in opposition to the proposed facility based on the negative effects of gambling, revenue relationship with the City, and contingencies in contracts and requested the decision be delayed until more information is received.
- Ryan Lewis spoke in favor of the proposed facility, stating the sliding door was a pre-existing door, Stockton Police Department responses to the cardrooms are fewer in number than those for pizza parlors, the players are good clientele, it is a highly-regulated business, this is not a new business but a move of a pre-existing legal business, they are addressing problem gambling through the self-exclusion program, and they will remove the word "casino" if necessary.
- Kevin Stevens spoke in opposition to the proposed facility based on his concerns regarding the negative effect on tourism revenue and reputation of the city.
- Michael Norman spoke in opposition to the proposed facility based on the negative impacts on the community and notifications to surrounding property owners.
- William Rusher spoke in favor of the proposed facility, stating it is a lawful business and provides entertainment.
- Rene Philastre spoke in favor of the proposed facility, stating he would like the right to play poker in Lodi so that he does not have to go to another city.
- Eunice Friederich spoke in opposition to the proposed facility based on her concerns regarding the city's image and the effects of gambling on families and neighbors.
- Wes Hallmark spoke in opposition to the proposed facility based on his concerns regarding the image of the city.
- Diane Rankin spoke in opposition to the proposed facility based on her concerns regarding the effects on Stone Tree residents and property values.
- David Nielsen spoke in favor of the proposed facility based on his involvement with the local community and restaurant and the location.

Continued April 18, 2007

- Randy Snider spoke in favor of the proposed facility based on knowledge of the individuals involved with the project and their strong ties to the community.
- Jack Morgan spoke in favor of the proposed facility based on its location and service.

Public Portion of Hearing Closed

Ken Owen provided closing remarks as the appellant, stating the opposition to the proposed facility would still be so regardless of the principals involved as he is against gambling and its effect on people. Mr. Owen stated he also had concerns regarding the location.

Tom Newton provided closing remarks, stating personal choice cannot be regulated and the business should be given an opportunity.

In response to Council Member Hansen, City Attorney Schwabauer stated the ordinance previously adopted must be reagentized to consider any amendments, including those related to revenue and sales tax.

Discussion ensued between the City Council regarding the proposed motion, changes regarding hours of operation, signage, an accelerated restaurant opening, and property values.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, adopted Resolution No. 2007-71 denying the appeal from Kenneth R. Owen regarding the Planning Commission's approval of a Conditional Use Permit for Wine Country Casino and Restaurant located at 1800 South Cherokee Lane and further directed that the following two conditions be incorporated into the Conditional Use Permit: 1) limit the hours of operation to 10:00 a.m. to 2:00 a.m., Monday through Sunday; and 2) prohibit the use of the word "casino" in all signage. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – None

RECESS

At 11:19 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 11:27 p.m.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously voted to continue with the remainder of the meeting following the 11:00 p.m. hour, with the exception of Items I-2, I-3, K-1, K-2, and K-5, all of which will be continued to the regular meeting of May 2, 2007.

I. PUBLIC HEARINGS (Continued)

- I-2 "Public Hearing to Consider Adoption of Resolution Establishing Public Works Department Engineering Fees for Various Development-Related Engineering Services; Establishing Standard Unit Price Schedule for Calculation of Engineering Fees and Improvement Security; and Establishing Requirement for Warranty Security for Public Improvements" **was pulled from the agenda pursuant to the above vote.**



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Receive Report on Resident Canada Geese at Lodi Lake Park

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Parks, Recreation and Cultural Services Director

---

**RECOMMENDED ACTION:** Receive report on resident Canada geese at Lodi Lake Park.

**BACKGROUND INFORMATION:** More than 125 Canada geese live year-round in Lodi Lake Park and the vicinity, fouling the park with their droppings. This creates an unsightly mess at times, predominantly in the beach area and south parking lot.

The Parks, Recreation and Cultural Services Department spends a significant number of staff hours each year cleaning the beach of droppings, removing hundreds of pounds at a time. The geese's presence creates an adverse economic impact on the City due to the labor costs associated with cleanup, as well as the lost revenue from beach visitors who don't return due to the damage by geese.

Many parks departments and districts, golf courses and other landowners are similarly affected by Canada geese. Although the birds are federally protected through an international treaty, there are ways to harass the geese from Lodi Lake Park that do not require permits from State or federal agencies. PRCS is pursuing several of these options. They include:

- 1) Hiring a dog-herding service to harass the geese. Staff has been in contact with three different dog services regarding their availability and cost. Having the dogs at the park on a daily basis for approximately two weeks is needed before the geese choose another location.
- 2) Creating barriers to high-value areas. Snow fencing along the beach is effective when the geese are molting, typically a six- to eight-week period in June and July.
- 3) Using lasers to simulate a predator's presence. Staff has experimented with this method and found it effective. The downside is it only works before sunrise and after sunset, which limits the time of year this can be used without incurring higher staff costs.
- 4) Developing a volunteer program of dog walkers to frighten geese from the park. Several other communities have used this approach to keep a steady presence of perceived predators in the park. Volunteers would receive training from the department, have their dogs wear an identifying vest or collar, and have additional access to the beach area.
- 5) Other methods, which may include sounds and visual deterrents.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The Department is in the process of filling the vacant Parks Program Coordinator position. The application period closed July 31. As indicated to the Council in February in receiving support for this position, one of the duties includes wildlife management. This employee will be responsible for coordinating various measures to encourage the geese to (in order of priority) leave the beach area, leave the south shore area, and the turf areas along the Mokelumne River.

Staff last year contacted the U.S. Department of Agriculture representative with jurisdiction over additional geese control efforts. One effort with the potential of reducing the geese population in the long-term is egg oiling (“addling”) that prevents eggs from hatching. This permit can be obtained by registering online after receive property owner permission. Staff suspects most Canada geese nests in the area are not within park property, so identifying the locations may be challenging.

Controlling the geese population and reducing their negative impact on the park will take a coordinated effort by staff, neighboring property owners and the public.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Jeff Hood  
Parks, Recreation and Cultural Services Director

JH:tl



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Introduce Ordinance Amending Lodi Municipal Code Section 17.52.120 (B) (1) to Add Submittal Requirements for a Vesting Tentative Map

**MEETING DATE:** August 6, 2014

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Introduce ordinance amending Lodi Municipal Code Section 17.52.120 (B)(1) to add submittal requirements for a vesting tentative map.

**BACKGROUND INFORMATION:** Within the past 12 months, the City of Lodi has experienced an increase in development applications and projects within the City. The City looks forward to continuing the positive and collaborative process that currently exists with the development community, and wants to make sure that projects add value and opportunities to the existing community.

However, the City is concerned with the recent trend to “vest” development impact fees by the submittal of vesting tentative subdivision maps for projects that are not ready to commence construction or will be phased over a period of time. The effect of these submittals can, under certain circumstances, lock in current development fees for the life of the project.

In 2012, the City of Lodi lowered development impact fees to help become a catalyst for economic growth. The anticipation was that the lower fees would help get projects moving and the lower fees would help first phases of projects develop. The lower fees were never anticipated to remain in effect for the life of the project or for large projects with multiple development phases.

Staff is recommending that additional information be provided for projects requesting a vesting tentative map. The attached ordinance includes the modified requirements. The additional information will be helpful to determine impacts to City infrastructure and services. Staff will be able to have a broader understanding on what a finished project will look like and insure that the project is ready to build before vesting. The new submittal requirements would also include the construction plans.

The requirement for additional information only pertains to vesting maps. Requirements for a tentative map are not changing. If an applicant desires the benefits and protections of a vesting application, staff is requesting the same protections an enhanced application can provide be available to the City.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Stephen Schwabauer  
Community Development Director

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE CHAPTER 17.52 "TENTATIVE MAP  
FILING AND PROCESSING" BY REPEALING AND  
REENACTING SECTION 17.52.120 (B)(1) "APPLICATION  
CONTENT" RELATING TO VESTING TENTATIVE MAPS

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 17.52.120 (B)(1) "Application Content" is hereby repealed and reenacted and shall read as follows:

B.

1. Application Content. In addition to the information required by Section 17.52.020 (Tentative Map Preparation, Application, Contents), a vesting tentative map shall include:
  - a. A grading plan in conformance with the City grading ordinance and design standards. The grading plan shall contain precise grading of the entire subdivision and shall include all existing and proposed topography. The proposed topography shall include, but not be limited to, the elevations on all building pads, street grades and elevations at all lot corners;
  - b. Complete sanitary sewer plans accompanied by a sewer area study;
  - c. Complete water plans;
  - d. Complete storm drain plans;
  - e. Complete street plans;
  - f. Complete landscape plans;
  - g. Any geological studies, if required;
  - h. A complete drainage study. The study shall include, but not be limited to, a ten (10) year drainage study along with the one hundred (100) year drainage study. The one hundred (100) year study shall show the hydraulic grade line (HGL) at critical locations for each subdivision unit;
  - i. A complete site plan showing the buildings and exterior features of each lot. For single-family detached lots the site plan shall show the typical building envelopes. It shall also show all building setbacks, building heights, number of stories, driveway locations, landscaped areas and all other improvements proposed to be installed (this may

- be waived at the discretion of the City Engineer and/or Planning Director);
- j. Any engineering calculations and cost estimates for all improvement plans;
- k. A tree preservation plan;
- l. A soils report prepared by a soils engineer; and
- m. Any and all other studies, reports, plans, specifications or additional information required by the City Engineer or the Community Development Director.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect September 19, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this \_\_\_\_\_ day of August, 2014

\_\_\_\_\_  
 PHIL KATZAKIAN  
 Mayor

Attest:

\_\_\_\_\_  
 JENNIFER M. ROBISON  
 City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held August 6, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

\_\_\_\_\_  
JENNIFER M. ROBISON  
City Clerk

Approved as to Form:  
Lodi City Attorney's Office

By: \_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Classification and Salary Range for the Position of Watershed Program Coordinator

**MEETING DATE:** August 6, 2014

**SUBMITTED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt resolution approving the classification and salary range for the position of Watershed Program Coordinator.

**BACKGROUND INFORMATION:** The Public Works department is responsible for developing, planning, organizing and administering various activities related to watershed protection and storm water requirements. These activities help to protect the Surface Water Treatment Facility using the Mokelumne River as a drinking water source. The Public Works department wishes to create a new full-time position of Watershed Program Coordinator to perform these tasks.

The Watershed Program Coordinator will work closely with Public Works staff, government agencies, non-profits and citizens to develop and implement on-going watershed protection efforts. The Coordinator will also direct the activities of the Storm Drain Detectives, made up of students and volunteers, to educate citizens, conduct outreach events, and collect water samples as necessary.

Staff requests Council approve the classification and set the salary range for Watershed Program Coordinator. Upon approval, the Public Works department wishes to conduct a recruitment to fill the vacancy.

After review and concurrence with AFSCME, staff recommends the Watershed Program Coordinator salary range be (\$35,991.84 - \$43,748.28), which is equivalent to the salary for Park Program Coordinator. The Watershed Program Coordinator position will be part of the AFSCME General Services bargaining unit.

**FISCAL IMPACT:** Fully-benefited annual cost for the position is approximately \$75,000.

**FUNDING AVAILABLE:** Included in appropriations in the Public Work's budget for FY 2014/15.

\_\_\_\_\_  
Adele Post, Human Resources Manager

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE JOB DESCRIPTION AND  
SALARY RANGE FOR THE POSITION OF  
WATERSHED PROGRAM COORDINATOR

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the job description for the position of Watershed Program Coordinator as attached hereto marked Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for Watershed Program Coordinator is hereby approved and shall be as follows:

WATERSHED PROGRAM COORDINATOR				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$2,999.32	\$3,149.28	\$3,306.74	\$3,472.08	\$3,645.69

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 6, 2014 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER ROBISON  
City Clerk

## **WATERSHED PROGRAM COORDINATOR**

### **DEFINITION**

Under direction, develops, plans, organizes and administers various activities related to watershed protection and stormwater requirements in the Public Works Department. These activities help protect the water source for the Surface Water Treatment Facility, which uses the Mokelumne River as a drinking water source. Coordinates the activities of the Storm Drain Detectives (student volunteers), members of the community and various community groups, to implement programs, outreach events, and educational workshops designed to meet the needs of the Watershed Program; and performs related duties as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from higher level personnel and exercises general direction over lower level personnel, including front line supervisors.

### **EXAMPLE OF DUTIES**

Duties may include, but are not limited to, the following:

Coordinates, schedules, and monitors the work of designated volunteers and staff for the Storm Drain Detectives and other outreach activities (Coastal Clean-up, Earth Day, etc.); conducts and/or assists in the training of volunteers and students participating in the program;

Performs administrative tasks such as purchasing materials, grant writing, record keeping, reviewing and monitoring metered water use reports and preparing correspondence;

Prepares draft plan documents, draft implantation plans, press releases, public announcements, and project and grant reports;

Coordinates, designs, and prepares exhibits and displays; coordinates and assists in the implementation of special events; arranges the logistics for public meetings, educational workshops and outreach events;

Participates in researching sources of grant revenue and grant writing; coordinates and participates in grant solicitation activities;

Attends cooperative partnership meetings and supports the Compliance Engineer in meeting State National Pollutant Discharge Elimination System (NPDES) Stormwater Municipal Separate Storm Sewer Systems (MS4) General Permit requirements.

Coordinates community outreach efforts related to watershed education. This including developing and evaluating outreach materials distributed at events such as the Certified Farmer's Market and networking among agencies, organizations and individuals.

Manages and directs the Storm Drain Detective program, meets with landowners, and coordinates outreach events.

Assists with water quality monitoring; directs volunteers through the Storm Drain Detectives; help collect water samples to be analyzed by students and volunteers; and ensure all sampling is in compliance with existing QAPPs (Quality Assurance Project Plans).

Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

Working knowledge of watershed issues, non-point source pollution remediation strategies, and watershed management, as well as general familiarity with environmental regulations;

Grant writing processes, revenue collection techniques and budgeting;

Methods used in preparing displays and exhibits;

Basic personal computer software applications and the operation of peripheral equipment; Proficiency in the use of Microsoft Office, particularly Word, Excel, PowerPoint, and ability to learn new computer applications.

**Ability to:**

Establish and maintain cooperative and effective relationships with those contacted during the course of work;

Effectively communicate both verbally and in writing;

Plan, organize, assess and monitor the activities of personnel, members of the public and community groups, and related departmental operations;

Operate personal computers and peripheral equipment, and standard office equipment;

Accumulate and analyze data, and compile reports for budgeting and program productivity;

Ability to work independently, establish work priorities, and manage time effectively.

**EXPERIENCE AND EDUCATION**

Any combination of experience and education that would likely produce the qualifying knowledge and ability; A typical combination is:

**Education:**

College level coursework in biological sciences, natural resources management, or related field.

**Experience:**

Three (3) years of work experience in water resources/watershed protection.

**LICENSES AND CERTIFICATES**

Possession of a valid California Driver's License issued from the California Department of Motor Vehicles.

**WORKING CONDITIONS**

**Environmental Conditions-** Office and field environment; exposure to a variety of weather conditions; may be required to travel from site to site.

**Physical Conditions-** Ability to sit and stand for extended periods. Lift 35 -50 pounds periodically. Work environment is primarily in an office setting with regular shifts scheduled outside the office during weekdays, some weekends or evenings for events, field trips, workshops, and presentations.

FLSA Status: NON-EXEMPT



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Classification and Salary Range for the Position of Deputy City Clerk

**MEETING DATE:** August 6, 2014

**SUBMITTED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt resolution approving the classification and salary range for the position of Deputy City Clerk.

**BACKGROUND INFORMATION:** The City Clerk's Office serves the City Council, various City departments and the citizens of the City of Lodi. With the recent appointment of the Assistant City Clerk to City Clerk, there is a current vacancy. The City Clerk wishes to create a lower level classification of Deputy City Clerk creating an opportunity for internal promotions and room for future growth into the Assistant City Clerk position as the necessary skills and experience are obtained.

Staff requests Council approve the classification and set the salary range for Deputy City Clerk. Upon approval by the Council the City Clerk wishes to conduct a recruitment to fill the vacancy.

Staff recommends the Deputy City Clerk salary range be (\$43,760.40 - \$53,190.96), which is approximately 10 percent below the Assistant City Clerk salary. The Deputy City Clerk position is a confidential classification and is unrepresented.

The City Clerk is requesting to unfund the Assistant City Clerk and fund the Deputy City Clerk position.

**FISCAL IMPACT:** A net reduction of about \$10,000 annually will result from the lower level position.

**FUNDING AVAILABLE:** Included in appropriations in the City Clerk's budget for FY 2014/15.

\_\_\_\_\_  
Adele Post, Human Resources Manager

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING THE JOB  
DESCRIPTION AND SALARY RANGE FOR  
THE POSITION OF DEPUTY CITY CLERK

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the job description for the position of Deputy City Clerk as attached hereto marked Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for Deputy City Clerk is hereby approved and shall be as follows:

DEPUTY CITY CLERK

Step A	Step B	Step C	Step D	Step E
\$3,671.38	\$3,854.95	\$4,047.70	\$4,250.08	\$4,462.58

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 6, 2014 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER ROBISON  
City Clerk

## EXHIBIT A

CITY OF LODI

August 16, 2000  
Updated August 6, 2014

### DEPUTY CITY CLERK

#### DEFINITION

Under general direction provides complex and specialized secretarial and administrative support to the City Clerk's office, the City Council, and other city offices; performs or assists in a variety of mandated City Clerk functions; provides lead direction and training to a small group of Administrative Clerks or related staff; and performs related work as required.

#### DISTINGUISHING CHARACTERISTICS:

This is a single position classification in the City Clerk's office, requiring Deputization as a Deputy City Clerk, and requiring specialized knowledge and skills related to the department. This class functions as the direct assistant to the City Clerk, and handles the more complex and specialized clerical assignments of the department.

#### EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

- Prepares and distributes City Council meeting and other (e.g. special session) agendas, prepares Council communications, prepares and distributes Council packets ensuring appropriate signatures and attachments; posts meeting announcements;
- Records Council votes; files, distributes, and publishes resulting resolutions and ordinances in the absence of the City Clerk;
- Prepares resolutions in the absence of the Legal Secretary;
- Prepares City Council meeting minutes, and takes, transcribes, and attests to minutes in the absence of the City Clerk;
- Prepares Council chambers for meetings; prepares recording equipment and documents information for City Council, staff, and the public;
- Provides secretarial support for the Mayor and Council members;
- Provides information to the public, City staff, and others that requires the use of significant judgment and the interpretation of policies, rules, or procedures, and researches requests for information under Public Act;
- Prepares complex and confidential correspondence, reports, proclamations, and materials from drafts, notes, dictated tapes, or brief instructions;
- Establishes, organizes, and maintains complex departmental filing systems and records, including original historical documentation and electronic management system;
- Performs various technical processing of forms, application, or procedures requiring in-depth subprofessional knowledge of the department's functions;
- Provides lead direction, training, and work review to a small group of administrative clerks or closely related classifications;
- Records and certifies official bids;

- Makes arithmetical or routine statistical computations related to department operations, payroll, and budgets; collects fees, and issues receipts;
- May serve as Acting City Clerk in City Clerk's absence;
- Notifies officials of conflict of interest filing responsibilities and deadlines and maintains conflict of interest filings;
- Serves as travel coordinator for City Clerk and City Council;
- Assists in elections processes, including nomination filings, campaign filings, recording elections results, and related election duties; notifies elected officials of filing deadlines, and receives, examines, and maintains campaign filings;
- May act as a receptionist, receiving, screening and directing callers, and making appointments;
- Operates a variety of standard office equipment and software applications;
- Performs other related duties as required.

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

- Policies, procedures, laws and regulations related to City Council agenda, meetings, minutes, resolutions, and ordinances; City Clerk election, campaign, and conflict of interest responsibilities;
- Office management practices and procedures, including filing systems, operation of standard office equipment, and basic knowledge of letter writing formats and composition;
- Basic business arithmetic, including percentages, decimals, and fiscal recordkeeping;
- Correct English usage, including spelling, grammar, and punctuation;
- Use and operation of personal computers, software and peripheral equipment;
- Lead supervisory principles and practices;
- Basic organization and function of public agencies, including the role of elected City Councils, appointed boards and commissions.

**Ability to:**

- Read, interpret, and apply rules, policies, and procedures;
- Organize, research, and maintain office files and records;
- Take and transcribe accurate official minutes;
- Make arithmetic calculations with speed and accuracy;
- Compose correspondence and related items from brief instructions;
- Use initiative and sound independent judgment within established guidelines;
- Operate standard office equipment including word processing and centralized telephone equipment;
- Type accurately at a speed necessary for adequate job performance;
- Maintain confidentiality of department materials and issues;
- Establish and maintain effective relationships with those contacted during the course of work.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to experience and education that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

**Education:**

Equivalent to the completion of high school including completion of specialized clerical coursework; an Associate of Arts degree in a related field is desirable.

**Experience:**

Two years of responsible journey level clerical experience at a level equivalent to the City's Administrative Clerk.

**LICENSES AND CERTIFICATES:**

- Possession of a valid Driver's License (Class C) issued from the California Department of Motor Vehicles.
- Within six months of appointment, should obtain a state of California Notary Public certification.

\*FLSA Status: NON-EXEMPT



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt a Resolution Approving Revisions to the Job Description and Salary Range for the Position of Construction Project Manager

**MEETING DATE:** August 6, 2014

**SUBMITTED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving revisions to the job description and salary range for the position of Construction Project Manager

**BACKGROUND INFORMATION:** Over the last several years, the City has experienced attrition through retirements and resignations, resulting in numerous unfunded and vacant positions across the City. Staff members have been assigned additional duties and tasks; as such, some may be performing higher level work. Consequently, the Human Resources division has experienced an increase in requests for job reclassification studies.

Upon request of the Lodi City Mid-Management Association (LCMMA), Human Resources conducted a review and analysis of the Construction Project Manager position in the Public Works Department. This analysis included discussions with the incumbent and the Public Works Director, as well as a review of the current job description, job duties being performed and salary information. Based on the review, it was determined that the incumbent is performing supervisory duties (i.e., writing performance evaluations, planning, training, and reviewing the work of subordinate staff) that are not currently listed in the job description and were previously performed by a since retired Senior Civil Engineer. In addition, the Construction Project Manager assumed responsibility for project management for the Parks Division and Public Works roadway and utility projects that were previously performed by the Senior Civil Engineer. Upon the retirement of the Senior Civil Engineer, these additional duties have been assigned to the Construction Project Manager.

The City wishes to amend the job description to include the additional duties and responsibilities that are currently being performed and to amend the salary schedule to provide compensation for these additional duties.

After discussions with and concurrence from LCMMA, staff requests Council approve the job description and salary range for Construction Project Manager (\$71,855 - \$87,340) which is approximately 13 percent above the current salary effective March 3, 2014. This job description will remain within the LCMMA Bargaining Unit.

**FISCAL IMPACT:** A net increase of about \$12,500 annually will result from the reclassification.

**FUNDING AVAILABLE:** Absorbed within existing appropriations of the Public Works Department.

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Adele Post, Human Resources Manager

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Jordan Ayers, Deputy City Manager

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

## **CONSTRUCTION PROJECT MANAGER**

### **DEFINITION**

Under general direction, plans, organizes, and supervises work in connection with location, design, construction, inspection, and maintenance of major public works projects; administers construction contracts and coordinates projects including all phases from planning to project construction; performs related duties as required.

### **SUPERVISION EXERCISED AND RECEIVED**

This position receives general direction from the Public Works Director. It also provides technical assistance to Public Works Engineering, Facilities Services staff, and other departments. It provides supervision and direction over construction services/inspection staff and contract firms and direct supervision over assigned professional, technical and clerical personnel.

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

- Coordinates space needs planning and facility design to ensure City needs are met;
- May be assigned to work in the capacity of Caltrans Local Resident Engineer on complex federally funded construction projects including, but not limited to, contract management, inspection oversight, and progress payment requests;
- Oversees work of contractors for conformance with plans and specifications;
- Schedules and/or conducts appropriate complex inspections to maintain project schedules;
- Coordinates work of contractors and supervises work of Public Works staff regarding construction and inspections;
- Coordinates owner-supplied materials, equipment, and other contracts with construction;
- Reviews plans and specifications prior to bid and construction for errors and omissions, constructability, constructability and coordination, makes recommendations for revisions and improvements;
- Coordinates the receipt, transmission, tracking, and review of submittals from contractors to appropriate design consultants and/or City departments in conformance with contract requirements;

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- Prepares, receives and reviews Requests for Proposals (RFP), participates in the selection of contractors, prepares Council communications and documentation pertaining to RFP;
- Receives, transmits, tracks, drafts and reviews Requests for Information (RFI) from architect and contractor to appropriate design consultant and/or City Department for validity and cost impacts;
- Coordinates with contractors, any requests for changes and pricing proposals and negotiates costs;
- Develops, updates and processes specifications, bid documents and contracts to be project specific;
- Negotiates and resolves disputes and complaints that arise from construction projects; investigates complaints and recommends corrective action as necessary to resolve complaints;
- Responds to requests from the public, contractors, and other City personnel;
- Observes safety conditions on work sites and notifies appropriate parties of safety deficiencies;
- Prepares and writes all general correspondence and Council Communications related to construction project activities; prepares special reports and studies requested by the Public Works Director;
- Makes Council presentations related to projects under his/her responsibility;
- Coordinates weekly project meetings with owner, contractor and architect team, also maintains and distributes minutes;
- Assists City staff regarding the operation of new facility features for an easy transition after construction;
- Verifies and processes contractors request for payments on construction projects;
- Prepares project budget estimates;
- Plans, supervises, trains, directs and evaluates the work of subordinate staff.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

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- Construction drawing (blue print) and specification reading, including civil, landscaping, architectural, structural, mechanical, plumbing, and electrical;
- Construction scheduling and sequencing;
- Computer scheduling programs (Primavera, Microsoft project, etc.);
- Contract administration and applicable laws;
- Principles of management and supervision;
- Types of construction, building systems, and equipment;
- Record keeping, report writing and filing;
- Safety principles, practices and procedures;

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- Basic municipal accounting and budgeting practices.

**Ability To:**

- Read "Critical Path Method" (CPM) construction schedules;
- Read, interpret and apply construction drawings, specifications and building code reference materials to a construction project;
- Plan, coordinate and supervise personnel, equipment, and contractors daily to ensure proper coordination of activities within various construction sites;
- Work independently with minimum direct supervision;
- Design, prepare, and review plans, specifications and engineer's estimates on Public Works projects;
- Perform calculations for determining percent of work completed, change order pricing, and other related mathematical calculations;
- Maintain work records and construction logs for accurate tracking of essential construction documents;
- Communicate clearly and concisely both orally and in writing;
- Use and operate personal computer and related software;
- Establish and maintain cooperative and effective relationships with employees, contractors, the general public, and officials of other governmental agencies;

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**EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely produce the qualifying knowledge and ability. A typical combination is:

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**Education:**

Equivalent to completion of high school, supplemented by course work in public administration, engineering, construction or a related field. [Associate's degree from an accredited college with major course work in civil engineering, construction technology or related field is desirable.](#)

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**Experience:**

Three years of increasing responsible work experience in construction or inspection and other Public Works activities, two years of which were in an administrative or supervisory capacity.

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**LICENSES AND CERTIFICATES**

- Possession of a valid Driver's License (class C) issued from the California Department of Motor Vehicles.

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## Working Conditions

### Environmental Conditions

Exposure to safety hazards including noise, fumes or odors, dusts or gases, chemicals, toxic materials, oil, and a variety of construction and mechanical machinery.

### Physical Conditions

Functions may require maintaining physical condition necessary to see well enough to read, write and make observations, operate hand tools, vehicles and equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb; operate assigned equipment and vehicles and perform manual labor for occasional periods; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; ability to tolerate extreme fluctuations in temperature, noise, dust, and all types of weather and temperature conditions; while performing essential functions and be able to lift equipment as necessary.

FLSA status: Exempt

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING REVISED JOB DESCRIPTION AND  
SALARY RANGE FOR THE POSITION OF  
CONSTRUCTION PROJECT MANAGER

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve revised job description for the position of Construction Project Manager as attached hereto marked Exhibit A; and

BE IT FURTHER RESOLVED that the revised salary range for Construction Project Manager is hereby approved and shall be as follows:

CONSTRUCTION PROJECT MANAGER				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$5,987.90	\$6,287.30	\$6,601.66	\$6,931.74	\$7,278.33

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 6, 2014 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER ROBISON  
City Clerk

## **CONSTRUCTION PROJECT MANAGER**

### **DEFINITION**

Under general direction, plans, organizes, and supervises work in connection with location, design, construction, inspection, and maintenance of major public works projects; administers construction contracts and coordinates projects including all phases from planning to project construction; performs related duties as required.

### **SUPERVISION EXERCISED AND RECEIVED**

This position receives general direction from the Public Works Director. It also provides technical assistance to Public Works Engineering, Facilities Services staff, and other departments. It provides supervision and direction over construction services/inspection staff and contract firms and direct supervision over assigned professional, technical and clerical personnel.

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

- Coordinates space needs planning and facility design to ensure City needs are met;
- May be assigned to work in the capacity of Caltrans Local Resident Engineer on complex federally funded construction projects including, but not limited to, contract management, inspection oversight, and progress payment requests;
- Oversees work of contractors for conformance with plans and specifications;
- Schedules and/or conducts complex inspections to maintain project schedules;
- Coordinates work of contractors and supervises work of Public Works staff regarding construction and inspections;
- Coordinates owner-supplied materials, equipment, and other contracts with construction;
- Reviews plans and specifications prior to bid and construction for errors and omissions, constructability and coordination, makes recommendations for revisions and improvements;
- Coordinates the receipt, transmission, tracking, and review of submittals from contractors to appropriate design consultants and/or City departments in conformance with contract requirements;
- Prepares, receives and reviews Requests for Proposals (RFP), participates in the selection of contractors, prepares Council communications and documentation pertaining to RFP;

- 
- Receives, transmits, tracks, drafts and reviews Requests for Information (RFI) from architect and contractor to appropriate design consultant and/or City Department for validity and cost impacts;
  - Coordinates with contractors, any requests for changes and pricing proposals and negotiates costs;
  - Develops, updates and processes specifications, bid documents and contracts to be project specific;
  - Negotiates and resolves disputes and complaints that arise from construction projects; investigates complaints and recommends corrective action as necessary to resolve complaints;
  - Responds to requests from the public, contractors, and other City personnel; Observes safety conditions on work sites and notifies appropriate parties of safety deficiencies;
  - Prepares and writes all general correspondence and Council Communications related to construction project activities; prepares special reports and studies requested by the Public Works Director;
  - Makes Council presentations related to projects under his/her responsibility;
  - Coordinates weekly project meetings with owner, contractor and architect team, also maintains and distributes minutes;
  - Assists City staff regarding the operation of new facility features for an easy transition after construction;
  - Verifies and processes contractors request for payments on construction projects;
  - Prepares project budget estimates;
  - Plans, supervises, trains, directs and evaluates the work of subordinate staff.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Construction drawing (blue print) and specification reading, including civil, landscaping, architectural, structural, mechanical, plumbing, and electrical;
- Construction scheduling and sequencing;
- Computer scheduling programs (Primavera, Microsoft project, etc.);
- Contract administration and applicable laws;
- Principles of management and supervision;
- Types of construction, building systems, and equipment;
- Record keeping, report writing and filing;
- Safety principles, practices and procedures;
- Basic municipal accounting and budgeting practices.

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**Ability To:**

- Read "Critical Path Method" (CPM) construction schedules;
- Read, interpret and apply construction drawings, specifications and building code reference materials to a construction project;
- Plan, coordinate and supervise personnel, equipment, and contractors daily to ensure proper coordination of activities within various construction sites;
- Work independently with minimum direct supervision;
- Design, prepare, and review plans, specifications and engineer's estimates on Public Works projects;
- Perform calculations for determining percent of work completed, change order pricing, and other related mathematical calculations;
- Maintain work records and construction logs for accurate tracking of essential construction documents;
- Communicate clearly and concisely both orally and in writing;
- Use and operate personal computer and related software;
- Establish and maintain cooperative and effective relationships with employees, contractors, the general public, and officials of other governmental agencies;

**EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely produce the qualifying knowledge and ability. A typical combination is:

**Education:**

Equivalent to completion of high school, supplemented by course work in public administration, engineering, construction or a related field. Associate's degree from an accredited college with major course work in civil engineering, construction technology or related field is desirable.

**Experience:**

Three years of increasing responsible work experience in construction or inspection and other Public Works activities, two years of which were in an administrative or supervisory capacity.

**LICENSES AND CERTIFICATES**

- Possession of a valid Driver's License (class C) issued from the California Department of Motor Vehicles.

**Working Conditions**

**Environmental Conditions**

Exposure to safety hazards including noise, fumes or odors, dusts or gases, chemicals, toxic materials, oil, and a variety of construction and mechanical machinery.

**Physical Conditions**

Functions may require maintaining physical condition necessary to see well enough to read, write and make observations, operate hand tools, vehicles and equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb; operate assigned equipment and vehicles and perform manual labor for occasional periods; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; ability to tolerate extreme fluctuations in temperature, noise, dust, and all types of weather and temperature conditions; while performing essential functions and be able to lift equipment as necessary.

FLSA status: Exempt



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Adding One Lead Dispatcher/Jailer and Deleting One Dispatcher/Jailer Position Within the Police Department

**MEETING DATE:** August 6, 2014

**SUBMITTED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt resolution adding one Lead Dispatcher/Jailer and deleting one Dispatcher/Jailer position within the Police Department.

**BACKGROUND INFORMATION:** The dispatch center and jail facility is currently staffed with one Dispatch Supervisor, three Lead Dispatcher/Jailers and 16 Dispatcher/Jailers. The dispatch center and jail is a 24 x 7 operation with four shifts and only one supervisor and three leads, leaving the graveyard shift without supervisory or functional direction by a lead. The Police Department wishes to make operational changes to their staffing by providing a Lead Dispatcher/Jailer for each shift to provide lead direction and training to the Dispatchers. This change would allow 4 Lead Dispatcher/Jailers (one for each shift) with 15 Dispatcher/Jailers.

**FISCAL IMPACT:** Additional annual cost of about \$3,700.

**FUNDING AVAILABLE:** Absorbed within existing appropriations of the Police Department.

\_\_\_\_\_  
Adele Post, Human Resources Manager

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ADDING  
ONE LEAD DISPATCHER/JAILER POSITION AND  
DELETING ONE DISPATCHER/JAILER POSITION  
WITHIN LODI POLICE DEPARTMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve adding one Lead Dispatcher/Jailer position and deleting one Dispatcher/Jailer position within Lodi Police Department.

Dated: August 6, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 6, 2014 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER ROBISON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Ordinance No. 1894 Entitled, "An Uncodified Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1)"

**MEETING DATE:** August 6, 2014

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1894.

**BACKGROUND INFORMATION:** Ordinance No. 1894 entitled, "An Uncodified Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1)," was introduced at the regular City Council meeting of July 16, 2014.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**  
This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

---

Jennifer M. Robison  
City Clerk

JMR  
Attachment

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**APPROVED:** \_\_\_\_\_  
Steve Schwabauer, City Manager

ORDINANCE NO. 1894

AN UNCODIFIED ORDINANCE OF THE LODI CITY  
COUNCIL LEVYING AND APPORTIONING THE  
SPECIAL TAX IN TERRITORY ANNEXED TO  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(PUBLIC SERVICES) (ANNEXATION NO. 1)

=====

WHEREAS, the City Council of the City of Lodi (the "City Council") has established Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to Resolution No. 2007-59 (the "Resolution of Formation"), duly adopted on April 4, 2007, for the purpose of providing for the financing of certain public services in and for the CFD; and

WHEREAS, the City Council duly adopted Resolution No. 2014-81 (the "Resolution") on May 21, 2014, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein; and

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on July 16, 2014, the qualified electors of such territory authorized the levy of the special tax described in the Resolution; and

WHEREAS, the City Council duly adopted Resolution No. 2014-125 on July 16, 2014, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as "Annexation No. 1").

NOW, THEREFORE, BE IT ENACTED by the Lodi City Council:

**Section 1. Recitals.** The foregoing recitals are true and correct.

**Section 2. Levy of Special Tax.** Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied for fiscal year 2014-2015 at the maximum rates and apportioned in the manner specified in the Resolution.

**Section 3. Collection of Special Tax.** Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

**Section 4. Claims for Refund.** Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the City Treasurer during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

**Section 5. No Mandatory Duty of Care.** This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 6. Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 7. Effective Date and Publication.** This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, pursuant to Government Code section 36933(a).

Approved this 6th day of August, 2014

\_\_\_\_\_  
PHIL KATZAKIAN  
Mayor

Attest

JENNIFER M. ROBISON  
City Clerk

=====

State of California  
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Uncodified Ordinance No. 1894 was introduced at a regular meeting of the City Council of the City of Lodi held July 16, 2014, and was therefore passed, adopted, and ordered to print at a regular meeting of said Council held August 6, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON  
City Clerk

Approved as to Form:

JANICE D. MAGDICH  
City Attorney



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1895 Entitled, “An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Title 6 – Animals – in Its Entirety”

**MEETING DATE:** August 6, 2014

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1895.

**BACKGROUND INFORMATION:** Ordinance No. 1895 entitled, “An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Title 6 – Animals – in Its Entirety,” was introduced at the regular City Council meeting of July 16, 2014.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

---

Jennifer M. Robison  
City Clerk

JMR

Attachment

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

ORDINANCE NO. 1895

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI  
REPEALING AND RE-ENACTING LODI MUNICIPAL CODE TITLE 6 –  
ANIMALS – IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 6 – Animals – is hereby repealed and re-enacted in its entirety to read as follows:

Title 6 - ANIMALS

Chapters:

- Chapter 6.04 - IMPOUNDMENT
- Chapter 6.08 - PROHIBITED ANIMALS
- Chapter 6.12 - DOGS AND CATS
- Chapter 6.14 - KEEPING AND SANITATION
- Chapter 6.15 – VICIOUS/POTENTIALLY DANGEROUS DOGS
- Chapter 6.16 - PET SHOPS
- Chapter 6.18 - ENFORCEMENT
- Chapter 6.20 - FEES

Chapter 6.04 - IMPOUNDMENT

Sections:

- 6.04.010 - Animal Shelter.
- 6.04.020 - Minimum time of impoundment.
- 6.04.030 - Redemption of impounded animals.
- 6.04.040 - Register—Disposal.
- 6.04.050 - Advertisement for sale—Procedure—Sale.
- 6.04.060 - Advertisement for sale—Costs if redeemed.
- 6.04.070 - Sale or redemption record.
- 6.04.080 - Disposal upon request.

6.04.010 – Animal Shelter.

A public animal shelter shall be maintained at such place as is provided from time to time by the city council.

6.04.020 - Minimum time of impoundment.

A. Licensed Animals. Any animal wearing a valid city license tag issued pursuant to this title shall be provided with food and water and shall not be sold, given away or destroyed until the following:

1. The owner has been personally notified and has failed to redeem the animal within four business days, not including the day of impoundment, Sundays and holidays; or
2. The owner has given written authorization for release; or
3. The owner has failed to claim the animal within five business days, exclusive of Sundays and holidays, of the date a certified letter of notification, return receipt

requested was deposited within the U.S. Postal Service by the animal control officer addressed to the owner's last known address, or by the Animal Control Officer posting a Notice of Impoundment at the owner's last known address.

- B. Unlicensed Animals. All unlicensed animals impounded will be provided with food and water and held for a period of not less than four business days, not including the day of impoundment, Sundays and holidays. All unlicensed animals not redeemed by the owner or person having custody or control of the animal within the holding period may be euthanized or otherwise disposed of.

#### 6.04.030 - Redemption of impounded animals.

- A. Licensed Animals. The owner or person having custody or control of an animal licensed pursuant to this title that is impounded may redeem said animal upon payment of a redemption fee and any other applicable fees or charges as may be established from time to time by resolution of the city council.
- B. Unlicensed Animals. The owner or persons having custody or control of any unlicensed animal, not otherwise prohibited by this title, that is impounded may redeem said animal upon payment of the annual license fee, the redemption fee, any other applicable fees or charges and by obtaining any necessary anti-rabies vaccinations. The annual license fee, redemption fee and other fees or charges shall be established from time to time by resolution of the city council.
- C. Out-of-Town Animals. The owner or persons having custody of an out-of-town animal taken up and impounded may redeem within four business days, not including the day of impoundment, Sundays or holidays upon payment of a redemption fee and any other applicable fees or charges in such amounts established from time to time by resolution of the city council.
- D. If the owner or person having custody or control of an animal impounded pursuant to this title contests any fee charged pursuant to this chapter, such person may redeem the animal only by paying the applicable fee or fees. After redemption of said animal, the person protesting the fees imposed may appeal the imposition of said fees by letter to the chief of police. The decision of the chief of police shall be final.

#### 6.04.040 - Register.

The animal control officer shall keep a register, which shall be delivered to his or her successor in office, in which shall be entered, in numerical order, a full description of such animals impounded and disposed, with all natural and artificial marks and brands, with the time when, and the place where found prior to impoundment..

#### 6.04.050 - Advertisement for sale—Procedure—Sale.

- A. Any animal, other than dogs or cats, whose value in the opinion of the animal control officer, will exceed the expense for which the animal may be liable, may be advertised for sale. The advertisement shall be published for not less than two days in the official newspaper, and shall contain a complete description of the animal to be sold. Advertisement shall give notice that the sale is to be at public auction to be conducted by the animal control officer; shall give the location, time and date of said sale; and shall set forth that the animal will be sold to pay the charges that have, or will have accrued against

it, together with advertising costs. The date set for the conduct of the sale shall be not less than two nor more than ten days from the date of the first publication of the advertisement.

- B. If the animal has not been redeemed prior to the sale, the animal control officer shall sell the animal for cash to the highest bidder, and upon the payment of the purchase money, he shall deliver the animal, together with a bill of sale thereof, to the purchaser.

#### 6.04.060 - Advertisement for sale—Costs if redeemed.

Any owner redeeming an animal after advertisement for sale has begun shall be required to pay the advertising costs which have accrued in addition to any other applicable fees as fixed by resolution of the city council.

#### 6.04.070 - Sale or redemption record.

Whenever any animal other than a dog or cat, has been sold or redeemed, the animal control officer shall enter in the register, under the same number as its description, the date it was sold or redeemed, the name and address of the party buying or redeeming the animal, the total cost and expense incurred, specifying each item, and the sale price or any applicable fees received. This register may be examined and copied, free of charge, during business hours of the Animal Shelter.

#### 6.04.080 - Disposal upon request.

The animal control officer shall, upon request of any person within the city, receive, remove and/or dispose of any living or dead animal owned by or in the possession of such person subject to any fees which may be established from time to time by resolution of the city council.

### Chapter 6.08 - PROHIBITED ANIMALS

#### Sections:

- 6.08.010 - Definitions.
- 6.08.020 - Livestock prohibited.
- 6.08.030 - Wild animals prohibited.
- 6.08.040 - Domesticated animals—Number permitted.
- 6.08.050 - Determination of age of animal.

#### 6.08.010 - Definitions.

- A. "Domesticated animals" means those nonferal animals commonly kept as household pets and includes:
  - 1. Dogs (*canis familiaris*);
  - 2. Cats (*felis catus*);
  - 3. Reptiles such as lizards or nonpoisonous snakes under six feet in length; and
  - 4. Rabbits.
- B. "Livestock" means those animals commonly kept for commercial purposes, including, but not limited to:

1. Horses, mules, burros or jacks;
  2. Chickens, turkeys, guinea hens, peacocks, *ducks*, *roosters* or similar fowl;
  3. Bulls, cows, hogs, pigs, goats, sheep and llamas.
- C. "Wild animals" means those feral animals, not commonly kept as household pets, including but not limited to:
1. The following members of the class mammalian:
    - a. Order Carnivora, except the domestic dog (*canis familiaris*) and the domestic cat (*felis catus*), but including, but not limited to, the family Felidea (such as ocelots, margays and cougars) and family Canidae (such as wolves, wolf hybrids, coyotes and jackals), and
    - b. Order Columbidae (such as doves and pigeons) unless registered with a homing pigeon club-California Government Code Section 65852.6, and
    - c. Order Marsupialia (such as kangaroos and opossums), and
    - d. Order Chiroptera (bats), and
    - e. Order Primata (such as monkeys, chimpanzees and gorillas); and
  2. Reptiles that are poisonous or in excess of six feet in length or thirty pounds in weight; and
  3. Any nondomestic species when kept, maintained or harbored in such numbers or in such a manner as to constitute the likelihood of danger to themselves, to human beings or to the property of human beings.

6.08.020 - Livestock prohibited.

Except as permitted in Title 17 of this code, it is unlawful to harbor, keep or have within the city any livestock.

6.08.030 - Wild animals prohibited.

It is unlawful to harbor, keep or have within the city any wild animal.

6.08.040 - Domesticated animals—Number permitted.

- A. It is unlawful to harbor, keep or have within a single household within the city more than five domesticated animals in excess of four months of age in any combination thereof, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.
- B. It is unlawful to harbor, keep or have within a single household within the city more than one litter of puppies or kittens during any twelve-month period, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

6.08.050 - Determination of age of animal.

If there is any dispute as to the age of any domesticated animal, in the absence of any affidavit or sworn testimony from a person who has personal knowledge of the date of birth, a determination made by the animal control officer is conclusively presumed to be correct.

Chapter 6.12 - DOGS AND CATS

Sections:

6.12.010 - License—Required.

6.12.020 - License—Fee—Information—Transferability.

6.12.030 - License—Renewal—Delinquency.

6.12.040 - Identification tag—Required—Replacement.

6.12.050 - Guide or Service dogs.

6.12.060 - Vaccination—Required—Certificate—Exceptions.

6.12.070 - Business of breeding or raising.

6.12.080 - Removal of collar or tag.

6.12.090 - Dogs and cats in food establishments.

6.12.100 - Police dog mistreatment.

6.12.110 - Animal noise.

6.12.120 - Animals at large.

6.12.130 - Rabies danger.

6.12.140 - Bites.

6.12.010 - License—Required.

- A. It is unlawful for any person to harbor, keep or have any dog or cat in excess of four months of age within the city unless the person owning or having custody or control of the dog or cat shall have secured a license to keep the dog or cat, obtained by licensing the dog or cat pursuant to this chapter.
- B. For the purposes of this chapter, a dog or cat is not licensed until all applicable fees are paid, all required vaccinations are obtained and the license is issued to the owner or person having custody or control of such dog or cat.
- C. Notwithstanding any other provision of this code, no impounded dog or cat may be adopted until such dog or cat has been licensed pursuant to this chapter.

6.12.020 - License—Fee Information—Transferability.

- A. The license required by Section 6.12.010 of this code shall be obtained in the following manner:
  - 1. The owner or person having custody or control of a dog or cat as described in Section 6.12.010 shall pay to the Animal Shelter a license fee as may be fixed and set by resolution of the city council;
  - 2. The owner or person having custody or control of a dog or cat as described in Section 6.12.010 shall furnish to the Animal Shelter a description of the dog or cat sufficient for identification, which description shall be entered in a record kept by the Animal Shelter for that purpose;
  - 3. The owner or person having custody or control over the dog or cat shall have complied with Section 6.12.060 of this code.

- B. Once the owner or person having custody of a dog or cat as described in Section 6.12.010 has complied with subsection A of this section, the Animal Shelter shall then issue to that person a license to keep a dog or cat and an identification tag having a number corresponding with the license number of the dog or cat. The owner or person having custody of the licensed dog or cat shall preserve said license and shall, upon demand of the animal control officer, an assistant animal control officer or a police officer, show such license.
- C. The license to keep a dog or cat shall not be transferable from one dog or cat to another nor on change of ownership.
- D. The owner or person having custody or control of a dog or cat shall notify the Animal Shelter within 30 days of a change in address for the license when a dog or cat has been moved to a different address.

6.12.030 - License—Renewal—Delinquency.

- A. All dogs and cats in excess of four months of age must be licensed within thirty days of the date such dog or cat came into the custody of a person residing in the city. Failure to so obtain a license shall be a violation of this chapter.
- B. Dog license issuance is accomplished by paying the applicable license fee and by obtaining any vaccinations required by Section 6.12.060 of this code. Upon tendering said fee and a valid vaccination certificate as required by Section 6.12.060 of this code, the city shall issue the license. Said license shall expire one year following its date of issuance. Said license may be renewed in the same manner as it was issued.
- C. Cat license issuance is accomplished by paying the applicable license fee. Cat licenses are issued on an annual basis and expire one year following the date of issuance. Said license may be renewed in the same manner as it was issued.
- D. Notwithstanding any other provision of this chapter, the expiration date of a license obtained pursuant to this chapter may be extended for up to three years, in increments of one year, from its date of issuance. The expiration date extension is accomplished by tendering the license fee for the desired additional years at the time of issuance of the standard license and a valid vaccination certificate as required by Section 6.12.060 of this code.
- E. Dog and cat licenses must be renewed on or before the date of expiration. Failure to timely renew any dog or cat license shall constitute a violation of this chapter.
- F. The failure to timely renew any license required by this title shall cause any applicable license fees to become delinquent, and a charge in an amount to be fixed by resolution of the city council shall be added to the regular license fee. The regular license fee and all accrued charges must be paid before the license may be issued. This section is intended to supplement rather than supplant any other remedy available either under state law or this code.

6.12.040 - Identification tag—Required—Replacement.

- A. Every licensed dog and cat shall be maintained by the owner or person having custody or control with a suitable collar or other device to which shall be attached the identification tag

issued by the Animal Shelter. Every dog and cat not licensed or not maintained with such collar or other device and identification tag found upon any streets, alleys, lanes, courts or other public places in the city, or upon private property, whether leashed or unleashed, whether or not it is in any manner under the control of any person may be taken into custody by the animal control officer or a police officer and lodged in the Animal Shelter and a citation for violation of this chapter may be issued to the owner or person having custody of said dog or cat.

- B. Lost identification tags may be replaced by surrendering to the Animal Shelter the license to keep a dog or cat issued at the time the lost identification tag was procured, and by paying to the Animal Shelter a fee as may be fixed by resolution of the city council. After complying with the provisions of this section, the Animal Shelter will again license the dog or cat, issue a new license to keep a dog or cat, and new identification tag. The Animal Shelter shall attach the surrendered license to the city's copy of the new license, to substantiate the fee collected and verify the transaction.
- C. It is unlawful for any person to use any identification tag on any dog or cat other than that for which it was specifically issued.

#### 6.12.050 - Guide or Service dogs.

Guide or service dogs are those dogs which have been specially trained to lead and aid persons with disabilities recognized within the State of California. Any disabled or impaired person having custody of such a dog may keep and harbor the dog within the city by obtaining a license to keep a dog, and may lawfully take the dog into any food establishment within the city. There will be no fee charged for such dogs upon proof of anti-rabies vaccination.

#### 6.12.060 - Vaccination—Required—Certificate—Exceptions.

- A. The person owning or having custody or control of a dog or cat over the age of four months shall at such intervals of time as may be prescribed by the State Department of Public Health, procure its vaccination by a licensed veterinarian with the anti-rabies vaccine approved by and in a manner prescribed by the State Department of Public Health.
- B. No license to keep a dog or cat shall be issued for any dog or cat, which has attained the age of four months or over, unless a valid, official certificate of vaccination with anti-rabies vaccine is presented with the specified license fee. Such certificate of vaccination, signed by a licensed veterinarian, shall indicate the date of vaccination and the type of vaccine used. The certificate shall be accepted as valid if the certificate does not expire within the first six month period for which the license is to be issued.
- C. The provisions of Section 6.12.060 (A) and (B) shall not apply when the person owning or having custody or control of the dog or cat presents to the Animal Shelter a certificate from a licensed veterinarian certifying that the dog or cat cannot be vaccinated as required by this code without causing physical injury or the death of the dog or cat.

#### 6.12.070 - Business of breeding or raising.

- A. Any person who is engaged in the business of breeding or raising dogs or cats that produce offspring for sale or transfer ("Breeder") shall obtain a business tax certificate and pay a tax as set by resolution of the city council, subject to the requirements and exemptions set forth in Title 3 Revenue & Tax of the Lodi Municipal Code.

- B. Any Breeder shall be allowed the whelping of up to two litters for each breeding animal (dog or cat) within any twelve month period. A litter is the offspring produced at one birth of a dog or cat from the same mother.
- C. At no time shall the Breeder be allowed to maintain more than four breeding animals of any variety (dogs or cats) within any business or household.
- D. No puppies or kittens may be sold, adopted, bartered, gifted or otherwise transferred, until it has reached the age of at least eight weeks, unless the transfer of a puppy or kitten less than eight weeks old is authorized in writing by a licensed California veterinarian in accordance with State law.
- E. The Breeder selling or otherwise transferring a dog or cat, shall maintain written records for each dog or cat for a period of three years including a bill of sale with the name, address and telephone number of the animal's new owner.
- F. Breeders are subject to reasonable inspections of the premises to ensure that state health or safety laws and city ordinances relating to the keeping and care of animals are met.

#### 6.12.080 - Removal of collar or tag.

It is unlawful for any unauthorized person to remove from any dog or cat any collar, harness or other device to which is attached an identification tag for the current year or to remove such tag therefrom.

#### 6.12.090 - Dogs and cats in food establishments.

No person shall allow, permit or take any dog or cat, whether loose, on leash or in arms, into any restaurant, grocery store, meat market, convenience store, fruit store or food establishment of any kind in the city, except guide or service dogs, as defined in this chapter.

#### 6.12.100 - Police dog mistreatment.

No person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the police department or parks and recreation department of the city in the performance of the functions of such departments, or interfere or meddle with any such dog while being used by such departments or any member thereof in the performance of any of the functions or duties of such departments or of such officers or members. A violation of this section constitutes a misdemeanor.

#### 6.12.110 - Animal noise.

No person shall keep or permit to remain in any premises within the city any animal which continuously and incessantly produces noise at any time during the day or night to the disturbance of any other person. "Continuous and incessant noise" means producing noise for an aggregate period of ten minutes or more duration during any one-hour period which disturbs the peace of another person, including barking, howling, crying, baying, squealing or making any other noise, provided that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner or person in custody or control of the animal, or the animal was not being teased or provoked in any manner.

#### 6.12.120 - Animals at large.

- A. No person owning any dog or other domesticated animal as defined herein or having the care, custody, control or possession of any such animal shall, except as provided in Section 12.12.020(B) of this code, suffer, allow or permit such animal to run, be or remain at large on any public street, road, alley, park, square or other public place, or upon any private property other than the property of the owner or custodian of such animal without the consent of the owner of such property within the corporate limits of the city. Except as provided in subsection C of this section, all animals are "running at large" within the meaning of this section unless tied, restrained by chain, strap or cord not exceeding six feet in length attached to their collars and actually held by some person or tied or restrained in an automobile or other vehicle, or unless staked or fastened or kept securely in an enclosure upon the property of the owner or person in control of said dog. A dog is not "kept securely in an enclosure" within the meaning of this section when said dog has exhibited the ability to escape from that enclosure.
- B. No person shall permit a female dog or cat during the period when the dog or cat is in heat or breeding condition, to be outside a house, garage, building, closed structure or secure enclosure except for purpose of exercising and while under strict control of the owner.
- C. No person owning or having the care, custody, control or possession of any cat shall suffer, allow or permit such cat to run at large beyond the boundaries of the property upon or within which such cat is kept.
- D. When not in an enclosed area , any dog, cat or other domesticated animal must be in the immediate presence, control or supervision of the person owning, or having the care, custody or possession of said animal or be restrained.

#### 6.12.130 - Rabies danger.

Whenever any cases of rabies exist in the city or in the vicinity of the city, the chief of police is authorized to publish an order requiring every person owning or having possession of any dog or cat to keep it confined upon private premises or else keep it effectively muzzled to prevent biting. When the period of danger from rabies has terminated, in the opinion of the chief of police, he or she shall publish a notice terminating the order. During the period between the published notice and the termination of such order, it is unlawful for any person owning or having possession of any dog or cat to allow it to be so unconfined or unmuzzled, and every unmuzzled dog or cat not so confined during such period shall be taken by the animal control officer and impounded in the Animal Shelter. The notices referred to in this section shall be published by posting in at least three public places in the city and by one or more publications in a newspaper published and circulated within the city.

#### 6.12.140 - Bites.

In the event that any dog or cat is impounded upon complaint of any person asserting that such dog or cat has bitten some person, the animal control officer may impound and keep such dog or cat safely segregated during a period of at least ten days for observation for rabies, and following such period of observation, if it is found that the dog or cat does not have rabies, and if it is licensed and otherwise eligible to be returned, it shall be returned to the owner upon payment of impound fees and feeding charges. If the dog or cat is found to have rabies, it shall be forthwith destroyed by the animal control officer. In the event of any statute taking precedence over the provisions of this title with respect to the impounding or regulating of dogs or cats suspected of having rabies or otherwise regulating dogs or animals, then to the extent that such statutes conflict with the provisions of this title, the provisions of this title shall be suspended during such period of conflict.

## Chapter 6.14 - KEEPING AND SANITATION

### Sections:

6.14.010 - Property damage—Personal injury.

6.14.020 - Sanitation of premises.

6.14.030 - Removal of animal waste.

6.14.040 - Dead animals.

6.14.010 - Property damage—Personal injury.

- A. Every animal which has injured any person, other than a trespasser or the person owning or having the possession thereof, and every animal which has damaged the property of any person other than the person owning or having the possession of such animal, may be taken by the animal control officer and impounded provided the violation took place in the presence of said animal control officer or any regular member of the city police department.
- B. Before any animal may be picked up and impounded by the animal control officer for a violation of this section which has been committed outside of the presence of the animal control officer or of a regular member of the city police department, the person complaining against such violation shall be required to file a written complaint, setting forth the details with respect to the injury or damage asserted to have been committed and identifying the animal which has committed the injury or damage. In the event that the facts and circumstances of any case warrant, in the opinion of the chief of police, an arrest of the person owning or having possession of the animal, then the person complaining may also be required to sign a complaint to cause the arrest.

6.14.020 - Sanitation of premises.

- A. It is unlawful for any person, at any time, to maintain any lot or other premises, or any portion thereof in the city, upon which an animal is kept, in an unsanitary condition. No person shall maintain any such lot or premises, or portion thereof upon which an animal is kept, in such condition as to be infested with flies or insects or to create any noxious or offensive odors.
- B. It is unlawful for any person owning or having charge, care, control or custody of any animal to allow animal waste or fecal matter produced by said animal to accumulate or remain on the ground or about the premises or property for more than three calendar days without said animal waste or fecal matter being placed in an airtight bag or other container and removed from the property within seven calendar days.
- C. Notwithstanding the above, any person owning or having charge, care, control or custody of any animal shall at all times prevent urine and/or feces odors of said animal's waste from hindering, hampering, impeding, interfering with, infringing upon, or detracting from another person's enjoyment of their real or personal property.

6.14.030 - Removal of animal waste.

- A. It is unlawful for the owner or any person having custody of any dog, cat or other domesticated animal, referred to as "animal" in this section, to fail to immediately remove and dispose of any feces deposited by the animal on either public property or on private property not under the control of such person. Disposal shall be by placing the feces in a closed or sealed container and depositing the container in a trash receptacle.

- B. Persons having custody or control of such animals in a public place or private property not under such person's control shall have in their possession a suitable wrapper, bag or container for the purpose of complying with this section's requirements. Failure to have the wrapper, bag or container while with the animal in such designated places shall constitute a violation of this section.
- C. This section shall not apply to a physically disabled person who has custody or control of a guide or service dog.
- D. A violation of this section is an infraction.

6.14.040 - Dead animals.

The animal control officer shall remove and dispose of all dead dogs, cats and other animals found on any street or other public place.

### Chapter 6.15 – VICIOUS / POTENTIALLY DANGEROUS DOGS

- 6.15.010 - Definitions
- 6.15.020 - Vicious behavior prohibited.
- 6.15.030 - Vicious dog abatement hearing procedure.
- 6.15.040 - Time limit to meet requirements
- 6.15.050 - Insurance requirements for vicious or potentially dangerous dogs
- 6.15.060 - Unlawful to own, harbor or keep a dog determined to be vicious or potentially dangerous
- 6.15.070 - Muzzling a vicious or potentially dangerous dog.
- 6.15.080 - Civil penalties for violations of provisions regulating vicious or potentially dangerous dogs
- 6.15.090 - Notice of escape or disposal of vicious or potentially dangerous dogs
- 6.15.100 - Sterilization requirement and microchip for vicious or potentially dangerous dogs
- 6.15.110 - Penalties for willful violation of regulations for vicious and potentially dangerous dogs
- 6.15.120 - Exemption for police dogs

6.15.010 - Definitions

For the purpose of this chapter, unless it is plainly evident from the context that a different meaning is intended, certain terms used in this chapter are defined as follows:

“Animal section” means that section of the Lodi Police Department designated by the Chief of Police as being responsible for animal control and/or services within the City.

“Enclosure” means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a potentially dangerous dog or vicious dog. The enclosure shall be securely locked, shall have secure sides and bottom sufficient to prevent the dog from escaping, and shall be of sufficient size to provide the dog with an adequate exercise area. A top may be required for the enclosure if necessary to assure the dog’s containment.

“Impoundment” means the taking into custody of an animal by a Police Officer or an Animal Services Officer.

“Muzzle” means a device that is placed over the snout of an animal to keep it from biting. A muzzle is primarily solid with air holes to allow the animal to breathe and drink usually made in leather, wire, plastic, nylon or similar materials.

“Potentially dangerous dog” means:

1. Any dog which, when unprovoked, on two (2) separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; or
2. Any dog when unprovoked, bites a person causing a less severe injury defined by State law as any physical injury that results in muscle tears, disfiguring, lacerations, or requires multiple sutures, corrective or cosmetic surgery; or
3. Any dog when unprovoked on two (2) separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury while attacking a domestic animal off the property of the owner or keeper of the dog.

“Severe injury” means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

“Unprovoked” means without being intentionally incited to aggressive action.

“Vicious dog” means:

1. Any dog which has been trained to fight or which is owned or maintained for this purpose; or
2. Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being; or
3. Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in the definition of potentially dangerous dog or is maintained in violation of the requirements of a potentially dangerous dog.

6.15.020 - Vicious behavior prohibited.

- A. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in vicious behavior as defined in this Chapter.
- B. This Chapter shall not apply to any dog assisting a peace officer or park ranger engaged in law enforcement duties.

6.15.030 - Vicious dog abatement hearing procedure.

Purpose and Intent. Within the city there are vicious dogs which constitute a public nuisance which should be abated. The provisions of this section provide an administrative procedure by which dogs found to be a nuisance may be abated following a hearing at which

oral and documentary evidence is considered. This section is intended to supplement rather than supplant any other remedy available either under state law or this code.

- A. Vicious Dog Defined. Any dog, except one assisting a peace officer or park ranger engaged in law enforcement duties, which demonstrates any of the behavior as described in Sections 6.15.010 or 6.15.020 as set forth herein, is presumed vicious.-:
- B. Investigation. Any incident reported to the Lodi police department concerning a vicious dog may be investigated by the police chief, or designee. The investigation may consist of the observations and/or reports of officers made at the time of the incident, or follow-up reports. If, based on the investigation, the police chief or designee, concludes that there is probable cause to believe that the dog is vicious, he shall so certify in writing within ten business days following completion of the investigation to the person owning or controlling the dog. Thereafter a hearing may be held pursuant to subsections D, E and F of this section.
- C. Confinement of Dog. If the police chief or designee, certifies that there is probable cause to believe that a dog is vicious and a risk to public safety, the police chief or designee may direct any animal control officer, police officer or other authorized employee of the city to enter the yard of any private residence or business in order to seize any such dog, whether running at large or not, and confine the dog at an appropriate animal shelter pending the decision of the city manager or designee, following the hearing provided for in subsections D, E and F of this section. The cost of said confinement shall be paid by the person owning or controlling such dog. The dog shall not be released until such costs have been paid in full.
- D. Hearing—Schedule. A hearing date shall be set not later than fifteen business days from the date of certification. The city manager, or the appointed hearing officer, shall mail or otherwise deliver to the owner or person controlling the dog and other interested persons, which may include but is not necessarily limited to, properties within three hundred feet of the address of the owner or person controlling the dog, at least five business days prior to the date set for hearing, a notice in substantially the following form:

NOTICE OF HEARING REGARDING VICIOUS DOG

TO: *(name)*;  
*(address)* .

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 6.15.030 of the Lodi Municipal Code, the Police Chief has certified that there is probable cause to believe a dog owned or controlled by you, a *(breed)* , is vicious.

FURTHER NOTICE IS HEREBY GIVEN that on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at the hour of \_\_\_\_\_ o'clock, in the offices of the City Manager, City Hall, 221 West Pine Street, Lodi, California, the report of the Police Chief or designee, will be considered by the City Manager or an appointed hearing officer with such other oral and documentary evidence bearing upon the question of whether your dog is vicious. You may appear and may present evidence at the hearing. You may also be represented by an attorney. If you fail to appear without giving notice to the City Manager, the matter may proceed in your absence and such absence may be further considered a waiver of your right to present evidence and object to any decision made.

In the event your dog is found to be vicious, it will be ordered to be controlled, confined, destroyed, restricted, or otherwise abated as a public nuisance and any impoundment cost incurred shall be assessed against you.

A copy of this notice has been sent to property owners within three hundred (300) feet of your address.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Manager

- E. Hearing—Procedure. At the hearing, which may be continued from time to time, both oral and documentary evidence may be taken from any interested person and considered in determining whether the dog is vicious. Any owner who fails to appear after notice as provided herein was given, without obtaining a continuance from the city manager or an appointed hearing officer, may be deemed to have waived any right to introduce evidence or object to an order made by the city manager. If the hearing is conducted by a hearing officer other than the city manager, the hearing officer shall submit a report to the city manager summarizing the evidence and making a recommendation as to disposition.
- F. Hearing—Findings—Public Nuisance. If, based upon the hearing, and the report of the hearing officer, if any, the city manager upholds the findings of the police chief or designee, that the dog is vicious, the city manager shall so specify in writing together with the reasons therefore. Any dog found to be vicious is deemed a public nuisance and shall be, pursuant to the order of the city manager, humanely destroyed, be removed from the city, or the nuisance otherwise abated by appropriate order of the city manager. The decision of the city manager shall be made within ten business days after the conclusion of the hearing and shall be final. A copy of the decision shall be sent by certified mail or personally served upon the person owning or controlling the dog.
- G. Cost of Impoundment. If the city manager finds the dog is vicious, the costs of impoundment incurred by the city, including any abatement period, shall be paid by the owner or the person controlling the dog and may become a lien against the real property upon which the dog was kept and maintained until said lien is paid. If the order includes the release of a dog found to be vicious to the owner or person controlling it, the dog shall not be released until such costs have been paid in full. If such costs have not been paid within thirty calendar days after the date of mailing or delivery of the order, the city manager may dispose of the dog in any manner provided by law, or return the dog and pursue alternative collection procedures. The total amount of the impoundment charges may be entered on the next fiscal year tax roll as a lien against the property upon which the dog was maintained and shall be subject to the same penalties as are provided for other delinquent taxes, liens or assessments of the city, or an action may be brought in the name of the city to recover the costs of impoundment.
- H. Criminal Sanctions. Any violation of this Chapter 6.15 is a misdemeanor.

#### 6.15.040 – Time Limit to Meet Requirements

All requirements for owners of a dog determined vicious or potentially dangerous must be satisfied within thirty (30) calendar days of notice of determination. Proof of compliance must

be provided to Animal Services. If all the requirements are not satisfied within thirty (30) calendar days, or the animal owner is unable or unwilling to comply, the dog shall be humanely euthanized either by an Animal Services Officer or by a licensed veterinarian. Proof of euthanasia shall be provided to Animal Services within two (2) business days.

#### 6.15.050 – Insurance Requirements for Vicious or Potentially Dangerous Dogs.

The owner or keeper of any dog determined to be vicious or potentially dangerous under this Chapter or a Court of competent jurisdiction shall present to Animal Services proof that the owner or keeper has procured liability insurance in the amount of at least \$100,000.00. The liability insurance shall cover any damage or injury which may be caused by the vicious or potentially dangerous dog. The liability insurance coverage shall be evidenced by a certificate issued by the insurer. Liability insurance shall not be cancelled unless the owner or keeper ceases to keep the dog prior to expiration of that license. City to receive notice of the annual renewal and all cancellations of the required liability insurance.

#### 6.15.060 – Unlawful to Own, Harbor or Keep a Dog Found by Another Jurisdiction to be Vicious or Potentially Dangerous.

No dog, which has been determined to be vicious or potentially dangerous following an administrative hearing or court proceeding by another jurisdiction, will be allowed to be kept, owned or harbored in the City. A notice by Animal Services to remove any dog owned, harbored or maintained in violation of this section may be appealed to the City Manager or designee by filing a written statement for the appeal within five business days of the receipt of said notice. Decision of the City Manager or designee is final and not subject to an administrative appeal.

#### 6.15.070 - Muzzling of a Vicious or Potentially Dangerous Dog.

In any case where a dog determined to be vicious pursuant to this chapter is outside an enclosure, except in cases where it is inside the dwelling of its owner or keeper, which dwelling is sufficient to contain the dog, or in custody of a veterinarian, the dog shall be securely and humanely muzzled and restrained with a harness and nylon leash sufficient to restrain the dog, having a minimum tensile strength of 300 pounds and not exceeding two (2) feet in length, and shall be under the direct charge and control of its owner or keeper. For the purposes of this section, a dog which is humanely muzzled shall be able to drink, breathe and pant freely.

#### 6.15.080 - Civil penalties for violations of provisions regulating vicious or potentially dangerous dogs.

Any violation of this chapter involving a vicious or potentially dangerous dog shall be punishable as a misdemeanor per Chapter 1.08 of the Lodi Municipal Code. Such fine may be assessed by City Manager or designee after hearing conducted or by a court of competent jurisdiction and shall be paid to the City to defray the cost of implementation of this Chapter.

#### 6.15.090 - Notice of Escape or Disposal of Vicious or Potentially Dangerous Dogs.

- A. The owner or keeper of any dog found to be vicious or potentially dangerous shall notify Animal Services immediately if the dog has attacked another animal, has bitten a human being, has escaped the custody and control of the owner or keeper, or has died.

If the dog is sold, transferred, or permanently removed from the city where the owner or keeper resides, the owner shall notify the Animal Control of the changed condition and new location within two (2) business days.

6.15.100 - Sterilization requirement and microchip for vicious or potentially dangerous dogs.

The owner or keeper of any dog found to be vicious or potentially dangerous pursuant to this chapter shall, at their expense, have a microchip, assigned by Animal Services, inserted into the dog for identification purposes. The identifying information listed on the microchip shall be noted in the City licensing files for that dog. A dog that has been found to be potentially dangerous or vicious pursuant to this chapter shall be sterilized at the owner's expense.

6.15.110 Penalties for willful violation of provisions regulating vicious and potentially dangerous dogs.

It is a misdemeanor for any owner or keeper of a determined vicious or potentially dangerous dog to intentionally fail to comply with Sections 6.15.090 (Notice of escape or disposal of vicious or potentially dangerous dogs), 6.15.050 (Insurance requirements for vicious or potentially dangerous dogs), 6.15.100 (Sterilization requirement and microchip for vicious or potentially dangerous dogs), and 6.15.070 (Muzzling of a vicious or potentially dangerous dog). Conviction for a violation of this chapter shall be punished by a fine of not more than \$1,000.00, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Upon conviction of a misdemeanor under this chapter, the court shall order the vicious or potentially dangerous dog to be seized and humanely destroyed. Any person convicted of a violation of this chapter shall be prohibited from owning or keeping any dog within the City for a minimum of 3 years.

6.15.120 - Exemption for police dogs.

This chapter does not apply to any dog owned by a government agency, when the dog is used in the performance of law enforcement duties.

## Chapter 6.16 - PET SHOPS

Sections:

- 6.16.010 - Permit required.
- 6.16.020 - Exemptions—Animal shelters.
- 6.16.030 - Permit—Issuance conditions.
- 6.16.040 - Annual permit fee—Renewal—Delinquency.

6.16.010 - Permit required.

- A. It is unlawful for any person to erect, establish or maintain any pet shop without first obtaining a permit from the City's Community Development Director.
- B. For purposes of this chapter a "pet shop" means a commercial establishment where live animals are sold or kept for sale or hire.
- C. The permit required by this title is a separate requirement exclusive of any other licenses or permits required by any other provision of this code.

#### 6.16.020 - Exemptions—Animal shelters.

The provisions of this chapter requiring the payment of an annual license fee shall not apply to an animal shelter maintained and operated by a society for the prevention of cruelty to animals duly incorporated under Title 1, Division 2, part 4 of the California Corporations Code or to the Animal Shelter.

#### 6.16.030 - Permit—Issuance conditions.

The granting of the permit required by Section 6.16.010 shall be in the discretion of the Community Development Director, who shall take into consideration the type of construction to be employed as it relates to sanitation and the manner in which animals are to be housed, and such zoning regulations as may be in effect or adopted from time to time, provided that:

- A. No permit shall be granted for a pet shop that is not in compliance with the zoning ordinance or other federal, state or local law; and
- B. The application for a permit shall show that odor, noise, dust and drainage from the pet shop shall not constitute a nuisance or hazard to the public.

#### 6.16.040 - Annual permit fee—Renewal—Delinquency.

- A. Upon approval of the Community Development Director and subject to the payment of the annual permit fee as set by resolution of the city council, the Community Development Director shall issue to the applicant a permit in such form as he or she may prescribe, and deliver a copy thereof to the applicant.
- B. All permits issued pursuant to this Chapter are issued on a year to year basis and expires on January 31st of the year following the year of issuance. All such permits must be renewed on or before the date of expiration. Permit renewal is accomplished by paying the applicable annual permit fee. Failure to timely renew any permit required under this chapter shall constitute a violation of this chapter.
- C. The failure to timely renew any permit required by this chapter shall cause any applicable permit fees to become delinquent, and a charge in an amount fixed by resolution of the city council shall be added to the regular annual permit fee. The regular annual permit fee and all accrued charges must be paid before the permit may be issued. This section is intended to supplement rather than supplant any other remedy available under state law or this code.

### Chapter 6.18 - ENFORCEMENT

#### Sections:

6.18.010 - Powers of animal control officer.

6.18.020 - Resisting or obstructing animal control officer.

6.18.030 - Violation—Infraction.

6.18.010 - Powers of animal control officer.

The animal control officer shall have the powers of enforcement of the provisions of this title and such state laws and local ordinances as relate to the care and treatment of animals and for the prevention of cruelty thereto. For the purpose of discharging these duties, the animal control officer is authorized and directed, when it is lawful to do so, to enter upon any premises for the inspection or examination thereof or for the performance of any other of his or her official duties thereon; to take up and impound any animal or fowl which may be in the city contrary to any

provision of this title; to destroy any animal lawfully impounded, which is by reason of age, disease or other cause, unfit for further use, or is dangerous to keep impounded.

6.18.020 - Resisting or obstructing animal control officer.

It is unlawful for any person to resist or obstruct the animal control officer in any way in the performance of his duties under this title. A violation of this section constitutes a misdemeanor.

6.18.030 - Violation—Infraction.

Except where specifically stated, any violation of this title is an infraction unless the defendant has been convicted of three or more violations of a particular section within the twelve-month period immediately preceding the commission of the offense, and then the violations of this title constitute a misdemeanor.

Chapter 6.20 – FEES

6.20.010- Fees.

The City Council shall establish by Resolution, and from time to time may amend, the fees charged by the Lodi Animal Shelter for the administration of Lodi Municipal Code Title 6 – Animals.

SECTION 2. No Mandatory Duty Of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Non-Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall invalidate the entire ordinance. To this end, the provisions of this ordinance are not severable. The City Council hereby declares that it would not have adopted this ordinance if any portion thereof is determined to be invalid.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 6<sup>th</sup> day of August, 2014

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PHIL KATZAKIAN  
Mayor

Attest:

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JENNIFER M. ROBISON, City Clerk  
State of California

County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1895 was introduced at a regular meeting of the City Council of the City of Lodi held July 16, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held August 6, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1895 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON  
City Clerk

Approved as to Form:

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JANICE D. MAGDICH  
City Attorney