



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 7, 2013

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

For information regarding this Agenda please contact:

Randi Johl-Olson, 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.

***NOTE:** 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 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6
- b) Prospective Sale of Agricultural Easement on Property Located at the White Slough Water Pollution Control Facility, 12751 North Thornton Road, Lodi, California (40 Acres within the Following APNs: 055-150-15; 055-130-04 and 13; 055-120-03 and 08; and 055-190-01); the Negotiating Parties are City of Lodi and Wal-Mart; Government Code §54956.8

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 \$5,541,285.99 (FIN)

C-2 Approve Minutes (CLK)

- a) July 16, 23, and 30, 2013 (Shirtsleeve Sessions)
- b) July 17, 2013 (Regular Meeting)

C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

C-4 Accept the Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

Res. C-5 Adopt Resolution Awarding Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road, to Teichert Construction, of Stockton (\$1,028,646) (PW)

- Res. C-6 Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands (\$73,000), and Appropriating Funds (\$90,000) (PW)
- C-7 Accept Improvements Under Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street (PW)
- C-8 Accept Improvements Under Contract for Katzakian Park Restroom Repair Project, 2735 West Turner Road (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 34 with West Yost Associates, of Walnut Creek (\$58,700) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$20,000) (PW)
- Res. C-12 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at 13 Locations During Fiscal Year 2013/2014 (\$580,321) (PRCS)
- Res. C-13 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a Yield Control on Willow Glen Drive at Lakewood Drive (PW)
- Res. C-14 Adopt Resolution Approving City of Lodi Title VI Program for Transit Services (PW)
- Res. C-15 Adopt Resolution Approving Job Description, Salary Range, and Reclassification for the Position of Literacy/Volunteer Manager (CM)
- C-16 Approve Responses to the 2012/2013 Grand Jury Reports Regarding Case Nos. 0312, 0912, and 1112 (CLK)

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 – None

H. Communications

- H-1 Post for Vacancy on Lodi Animal Commission and Re-Post for Vacancy on Greater Lodi Area Youth Commission ~ Adult Advisor (CLK)
- H-2 Appointments to the Library Board of Trustees and Lodi Arts Commission (CLK)

I. Regular Calendar

- I-1 Consider Appointment of City Council Member to San Joaquin County Local Agency Formation Commission (CLK)

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1880 Entitled, "An Ordinance of the Lodi City Council Amending Lodi
(Adopt) Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.300, 'Schedule SS – Standby Service,' in Its Entirety" (CLK)
- Ord. J-2 Adopt Ordinance No. 1881 Entitled, "An Ordinance of the Lodi City Council Amending Lodi
(Adopt) Municipal Code Chapter 10.44 – Stopping, Standing and Parking – by Adding Section 10.44.125, 'Electric Vehicle Charging Stalls'" (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.

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through July 18, 2013 in the Total Amount of \$5,541,285.99.

MEETING DATE: August 7, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,541,285.99.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,541,285.99 through 07/18/13. Also attached is Payroll in the amount of \$1,220,265.42.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

As of Thursday	Fund	Name	Amount
07/18/13	00100	General Fund	1,754,500.77
	00120	Vehicle Replacement Fund	87,599.64
	00160	Electric Utility Fund	63,764.45
	00161	Utility Outlay Reserve Fund	13,754.90
	00164	Public Benefits Fund	33,181.52
	00170	Waste Water Utility Fund	235,658.07
	00171	Waste Wtr Util-Capital Outlay	1,385.90
	00175	IMF Storm Facilities	1,525.00
	00180	Water Utility Fund	400,652.01
	00181	Water Utility-Capital Outlay	1,362,837.31
	00210	Library Fund	6,292.31
	00260	Internal Service/Equip Maint	88,018.60
	00270	Employee Benefits	51,764.26
	00300	General Liabilities	1,621.70
	00310	Worker's Comp Insurance	385,729.73
	00321	Gas Tax-2105,2106,2107	84,517.78
	00322	Gas Tax -2103	1,878.55
	00325	Measure K Funds	6,740.38
	00331	Federal - Streets	25,638.95
	00340	Comm Dev Special Rev Fund	8,171.19
	00347	Parks, Rec & Cultural Services	97,132.53
	00459	H U D	59,552.67
	00550	SJC Facilities Fees-Future Dev	4,112.37
	01211	Capital Outlay/General Fund	137,126.48
	01212	Parks & Rec Capital	129,149.25
	01214	Arts in Public Places-IMF	300.00
	01217	IMF Parks & Rec Facilities	57,299.01
	01250	Dial-a-Ride/Transportation	176,336.20
	01251	Transit Capital	221,161.91
	01410	Expendable Trust	42,702.58
Sum			5,540,106.02
	00184	Water PCE-TCE-Settlements	42.00
	00190	Central Plume	1,137.97
Sum			1,179.97
Total Sum			5,541,285.99

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	07/07/13	00100	General Fund	713,127.05
		00160	Electric Utility Fund	145,109.77
		00161	Utility Outlay Reserve Fund	8,710.01
		00170	Waste Water Utility Fund	107,880.36
		00180	Water Utility Fund	15,878.61
		00210	Library Fund	28,602.79
		00235	LPD-Public Safety Prog AB 1913	1,061.68
		00239	CalGRIP	864.40
		00260	Internal Service/Equip Maint	16,393.79
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	30,201.64
		00340	Comm Dev Special Rev Fund	27,876.22
		00347	Parks, Rec & Cultural Services	112,816.96
		01250	Dial-a-Ride/Transportation	8,786.25
Pay Period Total:				
Sum				1,220,265.42



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) July 16, 2013 (Shirtsleeve Session)
b) July 17, 2013 (Regular Meeting)
c) July 23, 2013 (Shirtsleeve Session)
d) July 30, 2013 (Shirtsleeve Session)

MEETING DATE: August 7, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 16, 2013 (Shirtsleeve Session)
b) July 17, 2013 (Regular Meeting)
c) July 23, 2013 (Shirtsleeve Session)
d) July 30, 2013 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 16, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 16, 2013, commencing at 7:00 a.m.

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

Absent: None

Also Present: Deputy City Manager Ayers, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Topic(s)

B-1 Receive Report on Replacement Financial and Utility Billing System Software (CM)

Deputy City Manager / Finance Director Jordan Ayers provided a PowerPoint presentation regarding the City's financial system replacement. Specific topics of discussion included the current status of project, activities to date, recommended solution, Tyler Technologies, Inc. information, project time line, financials, payroll, work orders/revenue, utility billing, Software as a Service (SaaS), implementation, payments, and next steps.

In response to Council Member Hansen, Mr. Ayers stated the IBM 400 system dates back to the early 1990s.

In response to Council Member Johnson, Mr. Ayers stated two vendors dropped out due to concerns about competitiveness with another vendor and the City's need for specific content. Mr. Ayers stated two vendors remained for review and selection.

In response to Mayor Nakanishi, Mr. Ayers stated Tyler Technologies has 1,400 customers throughout California including 45 cities.

In response to Council Member Mounce, Mr. Ayers stated he spoke with Tyler Technologies' references directly at various agencies.

Council Member Mounce and Council Member Johnson expressed concern regarding approving an incomplete agreement while negotiations are still pending and recommended pulling the item from tomorrow's agenda for additional time to consider the item.

Council Member Mounce requested information regarding the references supplied by Tyler Technologies, including names, contact information, and comments provided by reference sources so that she could conduct additional research prior to project approval. The City Council also asked for additional information including the following: (1) hosted versus non-hosted options, feasibility, and costs; (2) back-up system management ability and recovery options; (3) response time and 24/7 availability for system inquiries; (4) information regarding Tyler Technology clients who are similar in size to the City of Lodi; (5) information regarding the existence of IT staff in other cities of similar size including the number of personnel and capabilities; (6) the ability to handle the proposed project in-house with the existing IT staff; and (7) the ability to have Tyler liable for the entire amount of an error versus a flat 5% of the quarter in the event that the error is of a larger nature.

In response to Council Member Johnson, Mr. Ayers stated during his research and reference check efforts, he discovered both client complaints and compliments for Tyler Technologies. Mr. Ayers stated as is typical with industry vendors, more complaints are lodged electronically than compliments.

In response to Council Member Hansen, Mr. Ayers stated with respect to security and system hacking, he did review an audit report for Tyler Technologies, which had nominal findings including the lack of conducting an exit interview for all employees upon termination. Mr. Ayers stated there were no significant findings regarding system hacking abilities.

In response to Mayor Nakanishi, Mr. Ayers stated if the system is hosted by the City, any liability for security breaches would fall upon the City. He stated if it is hosted by Tyler Technologies, system breaches would be the liability of Tyler Technologies.

In response to Council Member Johnson, Mr. Ayers stated as is industry practice with system transfers, the JDE system would continue running simultaneously while Tyler's system is implemented to ensure a successful transfer of all data.

In response to Council Member Hansen, Mr. Ayers stated the City of Ukiah is in the process of system implementation with Tyler Technologies.

In response to Council Member Mounce, Mr. Ayers stated if there is a change in business practice for the citizenry necessitated by the implementation of the new system, staff will notify the City Council promptly.

In response to Council Member Johnson, Mr. Ayers stated the existing funding covers the first phase of the project and additional funds from the General Fund and utilities will be used for additional phases.

General discussion ensued amongst the City Council regarding the process for removal of the item from tomorrow night's City Council agenda. Council Member Johnson asked that items of this type of significance be brought to the City Council at a Shirtsleeve Session at least two weeks prior to being agendized for action at a City Council meeting.

Ed Miller spoke in regard to his concerns about security and hosting, the inclusion of vehicle and fleet information, and outsourcing the service if it is in the best interest of the City to do so.

Kevin Bell, representing the Mid-Management labor group, spoke in support of the services currently provided by the IT Department and encouraged retention of the system in-house.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 17, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of July 17, 2013, was called to order by Mayor Pro Tempore Katzakian at 6:00 p.m.

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

Absent: Council Member Hansen, and Mayor Nakanishi

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl-Olson

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6
- b) Prospective Option to Lease City Property (20± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 North Thornton Road, Lodi, CA); the Negotiating Parties are PG&E and the City of Lodi; Price and Terms of the Lease are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Pro Tempore Katzakian adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Nakanishi reconvened the City Council meeting, and Deputy City Attorney Magdich disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion and direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of July 17, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

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

Absent: Council Member Hansen

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl-Olson

B. Presentations

B-1 National Night Out Proclamation (PD)

Mayor Nakanishi presented proclamation to Traffic Enforcement Officer Aleisa Nunes proclaiming Tuesday, August 6, 2013, as "National Night Out" in Lodi.

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

Council Member Mounce made a motion, second by Mayor Pro Tempore 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, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Hansen

C-1 Receive Register of Claims in the Amount of \$16,249,754.73 (FIN)

Claims were approved in the amount of \$16,249,754.73.

C-2 Approve Minutes (CLK)

The minutes of June 18, 2013 (Shirtsleeve Session), June 19, 2013 (Regular Meeting), June 25, 2013 (Shirtsleeve Session), July 2, 2013 (Shirtsleeve Session), July 3, 2013 (Regular Meeting), and July 9, 2013 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Rejecting All Bids and Authorizing Re-Advertisement for Bids for the Purchase of Underground Cable (EUD)

Adopted Resolution No. 2013-128 rejecting all bids and authorizing re-advertisement for bids for the purchase of underground cable.

C-4 Adopt Resolution Approving Purchase of Aluminum Chlorohydrate for Surface Water Treatment Facility for Fiscal Year 2013/14 from Sole Source CalChem Company, of Modesto (\$60,000) (PW)

Adopted Resolution No. 2013-129 approving purchase of aluminum chlorohydrate for Surface Water Treatment Facility for fiscal year 2013/14 from sole source CalChem Company, of Modesto, in the amount of \$60,000.

C-5 Adopt Resolution Authorizing Purchase of Redundant Network Equipment from Various Vendors (\$56,798) (PW)

Adopted Resolution No. 2013-130 authorizing purchase of redundant network equipment from various vendors in the amount of \$56,798.

C-6 Adopt Resolution Awarding Contract for 2013-2015 Standby Generator Maintenance and Repair Contract to Holt of California, of West Sacramento (\$118,521), and Authorizing Public Works Director to Execute Extensions (PW)

John Slaughterback spoke in regard to his concerns about the cost of outsourcing the proposed service versus handling it in-house with existing staff. Public Works Director Wally Sandelin

provided a brief overview of the proposed action and type of service needed, indicating that the City does not currently have staff with the relevant skill set to handle the service in a cost effective manner when compared to Holt providing the service through a single individual.

In response to Council Member Mounce, Mr. Sandelin stated Holt has one individual with the relevant skill set required to perform the service.

In response to Council Member Mounce and Council Member Johnson, Mr. Sandelin reviewed the City bid advertising process, stating while he is not sure of how many bid packages were picked up, only one bid was returned.

In response to Mayor Nakanishi, Mr. Bartlam stated based on the current price it is more cost effective to handle the service through a contractor versus in-house.

Council Member Johnson made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2013-137 awarding contract for 2013-2015 Standby Generator Maintenance and Repair Contract to Holt of California, of West Sacramento, in the amount of \$118,521, and authorizing Public Works Director to execute extensions.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: Council Member Hansen

C-7 Accept Improvements Under Contract for Lodi Transit Station and Parking Structure Security and Safety System Project (PW)

Accepted improvements under contract for Lodi Transit Station and Parking Structure Security and Safety System Project.

C-8 Accept Improvements Under Contract for Ham Lane and Harney Lane Traffic Signal and Lighting Project (PW)

Accepted improvements under contract for Ham Lane and Harney Lane Traffic Signal and Lighting Project.

C-9 Adopt Resolution Authorizing the City Manager to Execute Storm Drain Impact Mitigation Fee One-Time Reimbursement Agreement with Temple Baptist Church, of Lodi, and Appropriating Funds (\$122,282.82) (PW)

Adopted Resolution No. 2013-131 authorizing the City Manager to execute Storm Drain Impact Mitigation Fee One-Time Reimbursement Agreement with Temple Baptist Church, of Lodi, and appropriating funds in the amount of \$122,282.82.

C-10 Adopt Resolution Authorizing the City Manager to Execute Agreement for Pipeline Engineering and Inspection at Lodi Transit Station with SFPP, L.P. (Santa Fe Pacific Pipelines), of Orange, and Appropriating Funds (\$20,000) (PW)

Adopted Resolution No. 2013-132 authorizing the City Manager to execute agreement for pipeline engineering and inspection at Lodi Transit Station with SFPP, L.P. (Santa Fe Pacific Pipelines), of Orange, and appropriating funds in the amount of \$20,000.

C-11 Adopt Resolution Authorizing the City Manager to Execute an Electric Standby Service

Agreement with General Mills, Inc. (EUD)

Adopted Resolution No. 2013-133 authorizing the City Manager to execute an Electric Standby Service Agreement with General Mills, Inc.

C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreements with Apogee Interactive and Blue Earth Energy (\$63,800) (EUD)

Adopted Resolution No. 2013-134 authorizing the City Manager to execute Professional Services Agreements with Apogee Interactive and Blue Earth Energy in the amount of \$63,800.

C-13 Adopt Resolution Authorizing the City Manager to Renew Annual Radio Support Contract with Delta Wireless, of Stockton (\$43,128) (CM)

Adopted Resolution No. 2013-135 authorizing the City Manager to renew annual radio support contract with Delta Wireless, of Stockton, in the amount of \$43,128.

C-14 Adopt Resolution Approving Renewal of Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care (CM)

Adopted Resolution No. 2013-136 approving renewal of dental claims administration agreement with Stanislaus Foundation for Medical Care.

C-15 Adopt Resolution Authorizing the City Manager to Execute Agreement with Tyler Technologies, Inc. for Software Installation, Implementation, Hosting, and Licensing (CM)

This item was pulled off the agenda by City Manager Bartlam for consideration at a future City Council meeting.

C-16 Approve the City of Lodi's Arts Grants Submitted for the 2013/2014 Fiscal Year (PRCS)

Approved the City of Lodi's Arts Grants submitted for the 2013/2014 fiscal year.

C-17 Receive Information Regarding New Meeting Time for the Lodi Arts Commission (PRCS)

Received information regarding new meeting time for the Lodi Arts Commission.

D. Comments by the Public on Non-Agenda Items

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John Slaughterback spoke in regard to his concerns about developer impact fees as it relates to a recent Stockton article pertaining to Valley Springs and rate increases.

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

Council Member Johnson asked that staff research and prepare a policy for the sale and purchase of land in and around White Slough and include a list of the types of uses that could be

considered for the area.

Council Member Mounce inquired about the status of the pool repairs at Hutchins Street Square, asked staff to provide litter bags at the dog parks to encourage responsible pet owners to pick up after their pets, reported on a recent interview regarding GASB, and suggested a policy be researched and prepared to retain the old time feel of downtown. Ms. Mounce also reported on her attendance at a League of California Cities Board meeting and congratulated Stockton Council Member Kathy Miller on her selection as 2nd Vice-President of the League.

Mayor Nakanishi asked that the issue of providing litter bags at dog parks be forwarded to the Recreation Commission and information regarding a policy for the sale and purchase of land near White Slough be provided at a future Shirtsleeve Session.

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

City Manager Bartlam provided a brief status report regarding the pool leak and repair at Hutchins Street Square and congratulated the City Clerk on her recent marriage.

G. Public Hearings

G-1 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.300, "Schedule SS - Standby Service Rate," in Its Entirety (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Section 13.20.300, "Schedule SS - Standby Service Rate," in its entirety.

Electric Utility Director Elizabeth Kirkley provided a brief overview of the proposed action as set forth in the staff report.

Mayor Nakanishi opened and closed the public hearing receiving no public comment.

Council Member Mounce made a motion, second by Council Member Johnson, to introduce Ordinance No. 1880 amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Section 13.20.300, "Schedule SS - Standby Service Rate," in its entirety.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

G-2 Public Hearing to Consider Adopting Resolution Vacating Right-of-Way for Roadway Purposes Located at 2223 West Kettleman Lane (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 Nakanishi called for the public hearing to consider adopting resolution vacating right-of-way for roadway purposes located at 2223 West Kettleman Lane.

Public Works Director Wally Sandelin provided a brief overview of the proposed action as set forth in the staff report.

In response to Council Member Mounce, Mr. Sandelin reviewed the specific location of the proposed right-of-way vacation.

In response to Mayor Nakanishi, Deputy City Attorney Magdich stated the easement can only be used for access purposes and therefore the land has no value in and of itself.

In response to Council Member Mounce, Ms. Magdich confirmed that no concerns had been received by the public regarding the proposed vacation.

Mayor Nakanishi opened the public hearing.

A representative of the nearby church spoke in favor of the proposed right-of-way vacation.

Mayor Nakanishi closed the public hearing after receiving no additional public comment.

Council Member Johnson made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2013-138 vacating right-of-way for roadway purposes located at 2223 West Kettleman Lane.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

G-3 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2013/14, 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 Nakanishi 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 2013/14, and ordering the levy and collection of assessments.

Public Works Director Wally Sandelin provided a brief overview of the proposed action as set forth in the staff report.

Mayor Nakanishi opened and closed the public hearing receiving no public comment.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2013-139 adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2013/14, and ordering the levy and collection of assessments.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

H. Communications

H-1 Post for Vacancy on Site Plan and Architectural Review Committee (CLK)

Council Member Johnson made a motion, second by Mayor Pro Tempore Katakian, to direct the City Clerk to post for the following vacancy:

Site Plan and Architectural Review Committee

Mitchell Slater, term to expire January 1, 2014

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

I. Regular Calendar

I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 10.44 - Stopping, Standing, and Parking - by Adding Section 10.44.125, "Electric Vehicle Charging Stalls" (CA)

Customer Services and Programs Manager Rob Lechner provided a brief overview of the proposed action as set forth in the staff report.

In response to Council Member Mounce, Mr. Lechner stated the future charge for charging at the electric stations is consistent with not providing a gift of public funds as the initial six-month period was an incentive period to encourage usage. Mr. Lechner stated he is currently seeing usage and it takes approximately four hours to fully charge a tank.

In response to Mayor Nakanishi, Mr. Lechner provided a brief overview of the efforts in the County and State to encourage electric vehicle usage and charging.

In response to Council Member Johnson, Mr. Lechner stated the charging heads cost approximately \$2,000 but were obtained through a grant and the charging piece itself is approximately \$650 per unit.

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinance No. 1881 amending Lodi Municipal Code Chapter 10.44 - Stopping, Standing, and Parking - by adding Section 10.44.125, "Electric Vehicle Charging Stalls."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

J. Ordinances

J-1 Adopt Ordinance No. 1879 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 12.12 - Parks - by Adding Section 12.12.305, ?Lodi Lake Park -

Vehicle Entry Restrictions" (CLK)

Council Member Johnson made a motion, second by Council Member Mounce, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1879 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 12.12 - Parks - by Adding Section 12.12.305, 'Lodi Lake Park - Vehicle Entry Restrictions,'" which was introduced at a regular meeting of the Lodi City Council held June 19, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hansen

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:00 p.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 23, 2013**

The July 23, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 30, 2013**

The July 30, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson
City Clerk



**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 7, 2013

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 ending June 30, 2013 is \$84,020,835.51.

The average annualized return on all invested funds over the quarter has been -0.48 percent. CalTrust performance declined during the last quarter of FY 12-13, which impacted the average annualized return on all funds and resulted in a negative return for the quarter. CalTrust invests in securities that have fluctuating value – primarily in Corporate bonds, Municipal bonds, the Federal National Mortgage Association and a variety of other securities.

The total earnings on all invested funds for FY 2012-13 is \$179,229.07
The average annualized return on all invested funds for FY 2012-13 is 0.221 percent.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



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

June 30, 2013 INVESTMENT STATEMENT

Local Agency Investment Funds *	46.5% of Portfolio	
Int. earnings for Qtr. ending 06-30-13	0.25%	
LODI	Local Agency Inv Fund (LODI)	39,047,558.82
	Subtotal LAIF	39,047,558.82
CalTRUST	46.5% of Portfolio	
Int. earnings for Qtr. ending 06-30-13	-0.16%	
CalTRUST Short-Term Account	Investment Trust of California	8,021,036.20
Int. earnings for Qtr. ending 06-30-13	-1.64%	
CalTRUST Medium-Term Account	Investment Trust of California	31,000,616.02
	Subtotal CalTRUST	39,021,652.22
Certificates of Deposit	0.60% of Portfolio	
matures 03/08/2014	Bank of Ag. & Comm. (cost) 0.35% int.	250,000.00
matures 06/18/2014	Central Valley Comm. Bank (cost) 0.32% int.	250,000.00
	Subtotal CD	500,000.00
Passbook/Checking Accounts	6.5% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	1,256,866.67**
Farmers & Merchants - Money Mkt.	0.35% interest earnings	348,647.51
Farmers & Merchants - Payroll	demand account - no interest earnings	65,745.45
Farmers & Merchants - Central Plume	demand account - no interest earnings	5,267.36
Farmers & Merchants - CP Money Mkt.	0.35% interest earnings	3,775,097.48
	Subtotal P/C Accts	5,451,624.47
	TOTAL	\$84,020,835.51

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.



 Kirk J. Evans
 Management Analyst

7/24/2013

 Date

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

** This amount is a compensating balance required to obtain an earnings credit rate.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000

MEETING DATE: August 7, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: During the 2nd calendar quarter of 2013, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through F.

Exh.	Date	Contractor	Project	Award Amt.
A	4/15/13	Stephens, McCarthy & Lancaster	24 Fiber Cable	\$13,827.24
B	4/15/13	AMS.Net Inc.	Firewall Replacement	\$13,430.65
C	5/16/13	Sunridge Electric Construction	Retrofit of HSS Light Fixtures	\$12,200.36
D	5/31/13	Lehr Auto Electric Inc.	Battalion Chief Command Suburban	\$10,447.73
E	6/19/13	Best Buy for Business	Televisions for Facility Classrooms	\$13,920.36
F	6/27/13	Rockwell Engineering and Equip	#2 Digester Mixing Pump	\$10,670.40

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2012-2013 Financial Plan.

FUNDING AVAILABLE: Funding as indicated on Exhibits.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 24 Fiber Cable
DEPARTMENT: Electric Utility
CONTRACTOR Stephens, McCarthy, Lancaster
AWARD AMOUNT: \$13,827.24
DATE OF RECOMMENDATION: 04/15/13

BIDS OR PROPOSALS RECEIVED:

Stephens, McCarthy, Lancaster	\$13,827.24
All-Phase	\$17,800.00

“NO BID” or NO RESPONSE RECEIVED:
General Pacific

BACKGROUND INFORMATION & BASIS FOR AWARD:
This cable is needed for redundant feed project.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Firewall Replacement
DEPARTMENT: ISD
CONTRACTOR: AMS.NET
AWARD AMOUNT: \$13,430.65
DATE OF RECOMMENDATION: 4/15/13

BIDS OR PROPOSALS RECEIVED:

AMS.NET	\$13,430.65
CDWG	\$13,476.46
DEVELOPMENT GROUP	\$15,529.47

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City's firewall that protects the internal network from the Internet failed and had to be replaced.

FUNDING: 100411.7715

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

EXHIBIT C

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Retrofit of Hutchins Street Square Light Fixtures
DEPARTMENT: Parks, Recreation and Cultural Services
CONTRACTOR Sunridge Electric Construction Inc.
AWARD AMOUNT: \$12,200.36
DATE OF RECOMMENDATION: 5/16/13

BIDS OR PROPOSALS RECEIVED:

Sunridge Electric Construction Inc.	\$12,200.36
A.S.A.P. Electric, Inc.	\$15,275.00
Bransom Tech Services	\$34,293.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Lowest Bid

FUNDING: 164605.8098

Prepared by: Mandi Dumlao

Title: Senior Administrative Clerk

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 2013 Battalion Chief Command Suburban
DEPARTMENT: Fire
CONTRACTOR Lehr Auto
AWARD AMOUNT: \$10,447.73
DATE OF RECOMMENDATION: May 31, 2013

BIDS OR PROPOSALS RECEIVED:

Emergency Vehicle Outfitters - EVO	\$9,149.38
Lehr Auto	\$10,447.73
Burton's Fire Inc.	\$13,652.00
Hi-Tech - EVS	\$21,381.84

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Requesting that Lehr Auto be awarded the contract. This request is based on a history of bad workmanship and overcharges with EVO. Fleet Services Supervisor Randy Laney, and Lodi Police have stated they will no longer contract with EVO for police vehicles due to dissatisfaction.

Lehr Auto is second low bid and has performed work for the Fire department in the past with high quality work with no negative results.

FUNDING: 1202011.7851 640/E

Prepared by: George W. Juelch

Title: Battalion Chief

EXHIBIT E

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Televisions for Facility Classrooms and Offices
DEPARTMENT: Police
CONTRACTOR Best Buy for Business
AWARD AMOUNT: \$13,920.36
DATE OF RECOMMENDATION: June 19, 2013

BIDS OR PROPOSALS RECEIVED:

Best Buy for Business	\$13,920.36
Phillips	\$17,100.00
Target	\$12,379.00
Walmart	\$14,560.00

"NO BID" or NO RESPONSE RECEIVED:

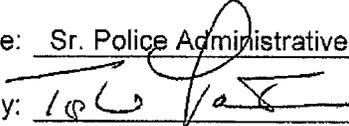
BACKGROUND INFORMATION & BASIS FOR AWARD:

Best Buy for Business was the only supplier that could offer installation in their total price. All other competitors were going to have to subcontract out the installation work for additional fees.

FUNDING: 2341205.7718

Prepared by: Patsy Tucker

Title: Sr. Police Administrative Clerk

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: #2 Digester Mixing Pump
DEPARTMENT: Public Works
CONTRACTOR Rockwell Engineering and Equipment
AWARD AMOUNT: \$10,670.40
DATE OF RECOMMENDATION: 6/27/13

BIDS OR PROPOSALS RECEIVED:
Rockwell Engineering and Equipment \$10,670.40
SPI Surface Pumps, Inc. \$11,503.08
Vaughan Company, Inc. \$13,316.40

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Existing mixing systems in digester #2 is inefficient and reached its' useful life. Replacement with a Vaughan chopper pump is recommended as it is like equipment that is installed in newest digester.

FUNDING: 170403.7331

Prepared by: Kelly Powers

Title: Water/Wastewater Supervisor

Reviewed by: 

Purchase Order No.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road, to Teichert Construction, of Stockton (\$1,028,646)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road, to Teichert Construction, of Stockton, in the amount of \$1,028,646.

BACKGROUND INFORMATION: This project consists of installing an asphalt concrete overlay on Ham Lane from Lodi Avenue to Turner Road. The work includes installing approximately 4,650 tons of asphalt concrete overlay with pavement fabric, performing approximately 16,600 square feet of pavement dig-out, reconstructing 6,000 square feet of asphalt concrete pavement, and other incidental and related work. This project also includes relocating a crosswalk which requires public noticing per California Vehicle Code 21950.5. The locations of the street improvements are shown on Exhibit A.

Plans and specifications for this project were approved on June 19, 2013. The City received the following seven bids for this project on July 17, 2013. The lowest responsive bidder, Teichert Construction, has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Bid
Engineer's Estimate		\$ 1,028,203.00
Teichert Construction	Stockton	\$ 1,028,646.00
George Reed, Inc.	Modesto	\$ 1,077,645.00
Martin Brothers Construction	Sacramento	\$ 1,080,895.00
Knife River Construction	Stockton	\$ 1,113,584.35
Biondi Paving & Engineering	Sacramento	\$ 1,116,387.00
Chester Bross Construction	Valley Springs	\$ 1,184,208.00
B & M Builders, Inc.	Rancho Cordova	\$ 1,319,257.45

This project is budgeted for \$1,200,000 in FY 2013/14. That amount covers the contract, engineering, inspection and project contingencies.

FISCAL IMPACT: The project will reduce maintenance costs in the project area.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road to
Teichert Construction, of Stockton (\$1,028,646)
August 7, 2013
Page 2

FUNDING AVAILABLE: This project will be funded by:
Measure K (325073): \$468,000
Gas Tax (322024): \$732,000

Jordan Ayers
Deputy City Manager/Internal Services Director

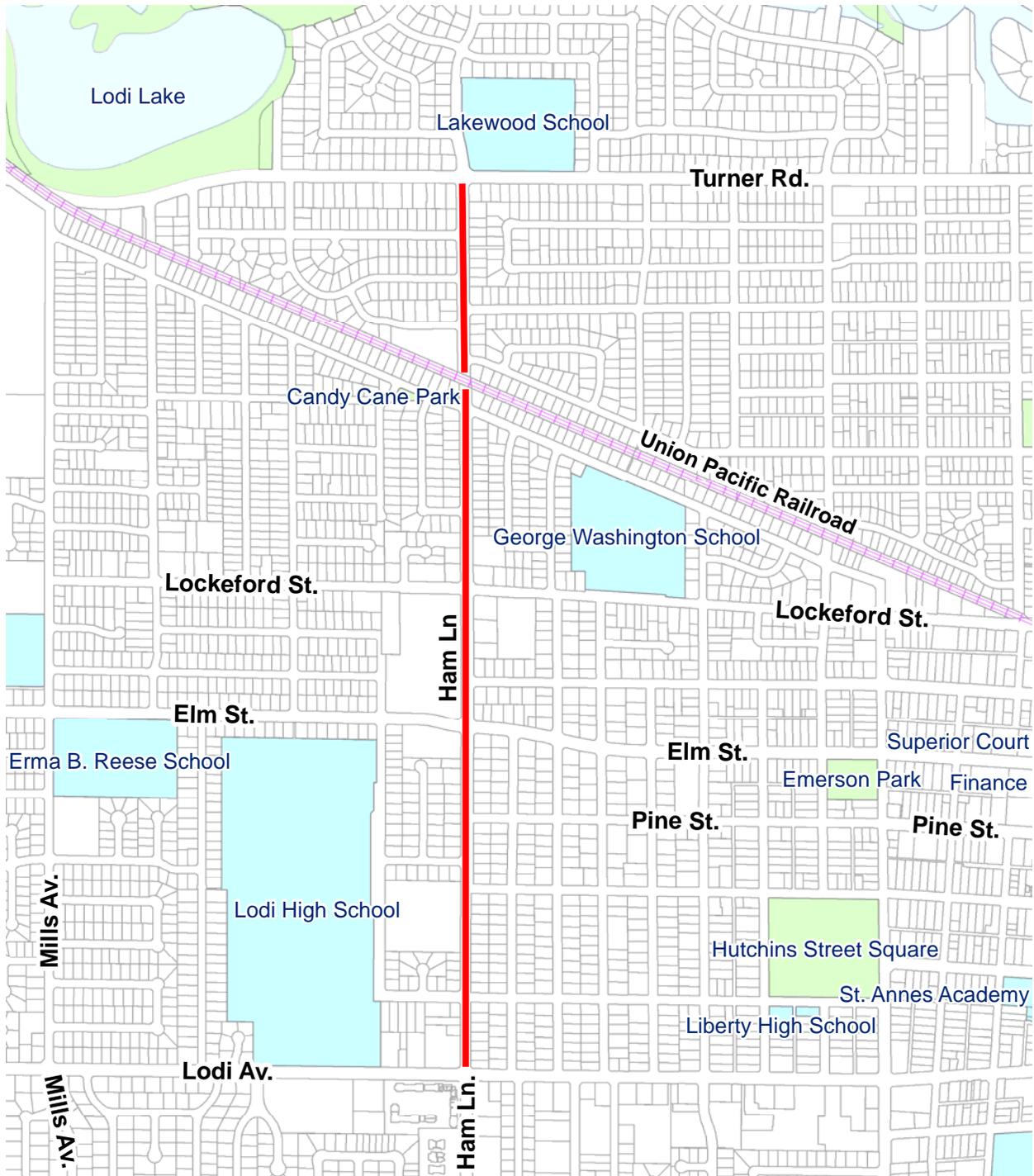
F. Wally Sandelin
Public Works Director

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

EXHIBIT A

Ham Lane Overlay

Lodi Ave - Turner Rd



LEGEND:

 Project Location

1 inch = 1,000 feet

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and TEICHERT CONSTRUCTION, 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 approximately 4,650 tons of asphalt concrete overlay with pavement fabric, performing 16,600 square feet of pavement dig-out, reconstructing 6,000 square feet of asphalt concrete pavement, reconstructing 6,700 square feet of concrete sidewalk, ramps and driveways, and other incidental and related work, all as shown on the plans and specifications for "Ham Lane Overlay".

CONTRACT ITEMS

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Traffic Control	LS	1	\$ 40,500.00	\$ 40,500.00
2	Construction Notification	LS	1	\$ 2,500.00	\$ 2,500.00
3	Water Pollution Control	LS	1	\$ 2,000.00	\$ 2,000.00
4	Clearing and Grubbing	LS	1	\$ 36,500.00	\$ 36,500.00
5	Miscellaneous Concrete Compaction	SF	10,682	\$ 1.00	\$ 10,682.00
6	Pavement Repair (Digout)	SF	17,108	\$ 9.00	\$ 153,972.00
7	Pavement Reconstruction (with Regrading)	SF	6,012	\$ 1.25	\$ 7,515.00
8	Pavement Crack Seal	POUND	2,500	\$ 4.00	\$ 10,000.00
9	Pavement Skin Patch	SF	200	\$ 10.00	\$ 2,000.00
10	Pavement Grinding (6')	LF	11,032	\$ 1.00	\$ 11,032.00
11	Pavement Grinding (12')	LF	793	\$ 5.50	\$ 4,361.50
12	Pavement Fabric	SY	34,900	\$ 1.25	\$ 43,625.00
13	Asphalt Concrete Overlay	TON	4,650	\$ 78.00	\$ 362,700.00
14	Sidewalk, Ramp, or Residential Driveway	SF	6,857	\$ 6.50	\$ 44,570.50
15	Concrete Curb and Gutter: Square Type	LF	484	\$ 31.00	\$ 15,004.00
16	Concrete Curb and Gutter: Vertical Type	LF	619	\$ 36.00	\$ 22,284.00
17	Concrete Curb and Gutter: Driveway Type	LF	348	\$ 31.00	\$ 10,788.00
18	Commercial Gutter and Driveway	SF	923	\$ 14.00	\$ 12,922.00
19	Truncated Dome Panels	SF	312	\$ 40.00	\$ 12,480.00
20	Adjust Survey Monument Box to Grade	EA	1	\$ 450.00	\$ 450.00
21	Adjust Storm Drain Manhole to Grade	EA	18	\$ 550.00	\$ 9,900.00

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
22	Adjust Wastewater Manhole to Grade	EA	26	\$ 550.00	\$ 14,300.00
23	Replace Water Valve Frame, Cover and Concrete Ring	EA	37	\$ 450.00	\$ 16,650.00
24	Side Inlet Catch Basin	EA	5	\$ 1,400.00	\$ 7,000.00
25	12-inch Storm Drain Pipe	LF	255	\$ 110.00	\$ 28,050.00
26	Storm Drain Manhole	EA	1	\$ 2,300.00	\$ 2,300.00
27	Abandon Storm Drain Facilities	LS	1	\$ 8,000.00	\$ 8,000.00
28	Traffic Loop Replacement	EA	81	\$ 1,000.00	\$ 81,000.00
29	Traffic Signage and Striping	LS	1	\$ 45,000.00	\$ 45,000.00
30	Construct 2' Concrete Median	LF	96	\$ 110.00	\$ 10,560.00

Total: \$ 1,028,646.00

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: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Title

Attest

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR THE HAM LANE
OVERLAY PROJECT, LODI AVENUE TO TURNER ROAD

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 17, 2013, at 11:00 a.m., for the Ham Lane Overlay Project, Lodi Avenue to Turner Road, described in the plans and specifications therefore approved by the City Council on June 19, 2013; and

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

Bidder	Bid
Teichert Construction	\$1,028,646.00
George Reed, Inc.	\$1,077,645.00
Martin Brothers Construction	\$1,080,895.00
Knife River Construction	\$1,113,584.35
Biondi Paving & Engineering	\$1,116,387.00
Chester Bross Construction	\$1,184,208.00
B & M Builders, Inc.	\$1,319,257.45

WHEREAS, staff recommends awarding the contract for the Ham Lane Overlay Project, Lodi Avenue to Turner Road, to the low bidder, Teichert Construction, of Stockton, California, in the amount of \$1,028,646; and

WHEREAS, the lowest responsive bidder, Teichert Construction, 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 Ham Lane Overlay Project, Lodi Avenue to Turner Road, to the low bidder, Teichert Construction, of Stockton, California, in the amount of \$1,028,646; and

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

Dated: August 7, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands (\$73,000) and Appropriating Funds (\$90,000)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands, in the amount of \$73,000, and appropriating funds in the amount of \$90,000.

BACKGROUND INFORMATION: The White Slough Water Pollution Control Facility (WSWPCF) has four anaerobic digesters. Digester No. 4 was installed in 2007 and the current paint coverage is adequate. Digester No. 3 was last painted during its installation in 1991. Digesters Nos. 1 and 2 were installed in 1967 and believed to have been painted in 1991 when No. 3 digester was painted.

The inherent corrosive atmosphere at WSWPCF intensifies the paint oxidization (rusting) at the digesters. The digester pipes, pipe connections and roof tops are severely corroded and will continue to corrode without the proper paint protection. Eventually, the corrosion will create holes and voids in the piping. The holes in the piping will render the piping useless and allow methane to escape into the atmosphere, increasing the corrosive damage. Associated digester equipment, such as pumps and compressors, are not included in this project.

Plans and specifications for this project were approved on June 19, 2013. The City received the following seven bids for this project on July 17, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 90,000.00
Euro Style Management	North Highlands	\$ 73,000.00
T & M Painting and Construction	Anaheim	\$ 80,000.00
National Coating & Lining Company	Lake Elsinore	\$ 80,740.00
Certified Coatings Company	Fairfield	\$ 82,429.00
F.D. Thomas, Inc.	Central Point, OR	\$ 87,400.00
Redwood Painting Company	Pittsburg	\$ 87,670.00
Pacific Contractors Group, Inc.	Northridge	\$ 111,111.11

Staff recommends appropriating \$90,000 to cover the contract, engineering, inspection and project contingencies.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands (\$73,000) and Appropriating Funds (\$90,000)
August 7, 2013
Page 2

FISCAL IMPACT: If the digesters are not painted; the oxidation or rust will continue until it eats into the piping, resulting in a digester failure and emergency painting.

FUNDING AVAILABLE: Request Appropriation:
Wastewater Capital (171493): \$90,000

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: Associate Civil Engineer Nathan
Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director
Wastewater Plant Superintendent

**WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
DIGESTER PAINTING PROJECT
12751 North Thornton Road**

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 EURO STYLE MANAGEMENT, 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 to prepare and coat the exterior roofing and piping components associated with Anaerobic Digesters No. 1, 2 and 3 at the White Slough Water Pollution Control Facility and other incidental and related work, all as described in the specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Prepare and Coat the Exterior Roofing and Piping Components of Digesters No. 1, 2 and 3	LS	1	\$ 73,000.00	\$73,000.00
TOTAL \$					73,000.00

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 **21 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: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 7/18/2013
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 90,000.00
B. USE OF FINANCING	171	171493	1825.2250	Plant Maintenance Improvements	\$ 90,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Contract with Euro Style Management for the White Slough Water Pollution Control Facility digester painting project.

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

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Wally Laufer

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY DIGESTER PAINTING
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 July 17, 2013, at 11:00 a.m., for the White Slough Water Pollution Control Facility Digester Painting Project, described in the plans and specifications therefore approved by the City Council on June 19, 2013; and

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

Bidder	Bid
Euro Style Management	\$ 73,000.00
T & M Painting and Construction	\$ 80,000.00
National Coating & Lining Company	\$ 80,740.00
Certified Coatings Company	\$ 82,429.00
F.D. Thomas, Inc.	\$ 87,400.00
Redwood Painting Company	\$ 87,670.00
Pacific Contractors Group, Inc.	\$ 111,111.11

WHEREAS, staff recommends awarding the contract for the White Slough Water Pollution Control Facility Digester Painting Project to the low bidder, Euro Style Management, of North Highlands, California, in the amount of \$73,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the White Slough Water Pollution Control Facility Digester Painting Project to the low bidder, Euro Style Management, of North Highlands, California, in the amount of \$73,000; 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 \$90,000 be appropriated for this project from the Wastewater Capital account.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street.

BACKGROUND INFORMATION: The contract was awarded to First Serve Productions, Inc., of Danville, in the amount of \$32,788.91, on April 17, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project included resurfacing two sports courts at Hale Park. The project consisted of surface preparation and resurfacing of approximately 17,900 square feet of basketball and handball court surface, re-stripping the game lines, and modifying portions of the existing chain-link fencing around the perimeter of the court area.

The contract completion date was June 20, 2013. The final contract price was \$32,788.91.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: Aside from the Capital expenditure, the fiscal impact will be negligible.

FUNDING AVAILABLE: This project was funded by Community Development Block Grant Funds.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
cc: Neighborhood Services Manager
Parks, Recreation & Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Katzakian Park Restroom Repair Project, 2735 West Turner Road

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Katzakian Park Restroom Repair Project, 2735 West Turner Road.

BACKGROUND INFORMATION: The contract was awarded to Poser Construction, of Lodi, in the amount of \$14,000, on May 1, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project provided for the necessary repairs at the restroom facilities at Katzakian Park. In 2012, a fire was started in a trash can adjacent to the park restroom. A portion of the restroom building caught on fire and sustained damages from both the fire and emergency responders. The majority of the damage was in the men's restroom. The improvements consisted of replacing a variety of structural and finishing components to improve aesthetics, security, and safety.

The contract completion date was June 26, 2013. The final contract price remained unchanged at \$14,000. The Bridgetowne Homeowners Association, which represents adjacent property owners, paid \$5,000 toward construction costs.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: The project will not have an impact to the maintenance costs of the facility but will reduce the City's liability associated with a damaged structure.

FUNDING AVAILABLE: This project was funded by Parks Maintenance Funds.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
cc: Park Superintendent

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Change Orders No. 2 through 7 to contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3, in the amount of \$771,215, and appropriating funds in the amount of \$764,811.

BACKGROUND INFORMATION: On March 20, 2013, City Council awarded the contract for construction of the Water Meter Program Phase 3 to Knife River Construction in the amount of \$2,898,200. As with the other construction phases of the Water Meter Program, numerous change orders are anticipated, and staff wants to inform the City Council of the status of approved, in-process and anticipated contract changes over the duration of the Phase 3 project.

The following information is submitted to the Council for its information and action as noted.

Change Order No. 1: Perform emergency repair of 36-inch and 42-inch storm drain lines in Auto Center Drive and Guild Avenue (\$4,606). Add new service line from meter box to home at 640 Roper Avenue, 641 El Capitan Drive, and 654 Rutledge Drive (\$6,356). Perform additional pot holing on Lake Street and Loma Drive (\$1,740.50). Replace 143 meter box lids at \$40 each (\$5,720). Perform other miscellaneous time and material work from May 9 through May 16 (\$2,167.50). Total change order cost is \$20,590. This change order has been executed.

Change Order No. 2: Perform remainder of water main and water service abandonments from Phase 2 that were eliminated from the Teichert Construction contract to accelerate closure of that contract and acceptance of the project. Total change order cost is \$147,000.

Change Order No. 3: Replace the existing 14-inch 60-year old asbestos concrete pipe with new plastic water main in Ham Lane between Holly Drive and Lockeford Street. This work was originally scheduled to be performed in Phase 5 of the meter program but is being advanced so the Ham Lane Overlay Project can be completed this year. Total change order cost is \$225,565.

Change Order No. 4: Remove and replace 225 feet of existing 14-inch 67-year old asbestos concrete pipe with new 10-inch plastic water main in Loma Drive between Turner Road and Holly Drive. Total change order cost is \$41,625.

APPROVED: _____
Konradt Bartlam, City Manager

Change Order No. 5: Replace the existing 3-inch water main in Westwood Avenue with 1,740 feet of new 6-inch plastic pipe between Holly Drive and Lockeford Street. This replacement was overlooked during the design phase in part because of contradictions in City records regarding the size of the pipeline. This would have been a standard replacement based upon the 3-inch size of the water main. The total cost of the change order is \$158,065.

Change Order No. 6: Work performed under this change order includes the emergency addition of a new water and wastewater services at 401 South Washington Street to resolve the dispute of two property owners formerly using shared services (\$7,450.75). The wastewater lateral construction cost of \$2,583 will be billed to the property owner based upon the City standard service charge schedule. The water service installation will be covered under the Water Meter Program. In addition, cement subgrade treatment was performed on Lakehome Drive between Park Avenue and Laurel Avenue (\$29,833). The contractor performed other miscellaneous time and material work from May 22 through June 22 (\$37,421.88). The total cost of the change order is \$74,705.63.

Change Order No. 7: This change order is for repairing and repaving the entrance road at White Slough Water Pollution Control Facility that was damaged during the construction of the Lodi Energy Center Project (LEC). A payment of \$75,000 will be provided by the LEC project and the remainder of the costs will be paid from wastewater operating funds. The total cost of the change order is \$103,664.30.

The total cost of the above-listed change orders is \$771,214.93 or approximately 27 percent of the original contract value. An appropriation of \$764,811 is requested to cover the costs of these change orders. The storm drain repair will be funded by the storm drain operating fund (\$4,606) and the wastewater service installation (\$2,583) will be funded by the wastewater operating fund.

The Phase Three contract is a unit-price-based contract. We have become aware that, in particular, two items of work (replacement of asphalt concrete pavement and import fill material) will have increased quantities over the contract amount resulting in an estimated \$700,000 increase in the contract value. Appropriation of funds for this extra unit-price-based work will be submitted for approval at the time Council accepts the project.

FISCAL IMPACT: The improvements will reduce overall annual maintenance costs.

FUNDING AVAILABLE:

Requested Appropriation:	
Wastewater Capital (171493)	\$29,000
Water Capital (181466)	<u>\$735,811</u>
Total	<u>\$764,811</u>

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 7/23/2013
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 29,000.00
	181		3205	Fund Balance	\$ 735,811.00
B. USE OF FINANCING	171	171493	1825.2250	Plant Maint. Improvements	\$ 29,000.00
	181	181466	1825.2150	Water Meter Program Phase 3	\$ 735,811.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Change orders no. 2-7 with Knife River Construction for Water Meter Program Phase 3

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

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Wally Sander

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE
ORDERS NO. 2 THROUGH 7 TO CONTRACT WITH KNIFE RIVER
CONSTRUCTION, OF STOCKTON, FOR WATER METER
PROGRAM PHASE 3 AND FURTHER APPROPRIATING FUNDS

WHEREAS, on March 20, 2013, City Council awarded the contract for construction of the Water Meter Program Phase 3 to Knife River Construction in the amount of \$2,898,200; and

WHEREAS, as with the other construction phases of the Water Meter Program, numerous change orders are anticipated over the duration of the Phase 3 project; and

WHEREAS, Change Orders No. 2 through 7 include water main and water service abandonments from Phase 2; replacement of water main in Ham Lane between Holly Drive and Lockeford Street, in Loma Drive between Turner Road and Holly Drive, and in Westwood Avenue between Holly Drive and Lockeford Street; installation of two new water and wastewater services at 401 South Washington Street; cement subgrade treatment on Lakehome Drive between Park Avenue and Laurel Avenue; and repair of the White Slough Water Pollution Control Facility entrance road; and

WHEREAS, the total cost of the above-listed change orders is \$771,214.93 or approximately 27 percent of the original contract value.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Change Orders No. 2 through 7 to contract with Knife River Construction, of Stockton, California, for Water Meter Program Phase 3, in the amount of \$771,214.93; and

BE IT FURTHER RESOLVED that funds in the amount of \$764,811 be appropriated for the project from the Wastewater Capital and Water Capital accounts.

Dated: August 7, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Task Order No. 34 with West Yost Associates, of Walnut Creek (\$58,700)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Task Order No. 34 with West Yost Associates, of Walnut Creek, in the amount of \$58,700.

BACKGROUND INFORMATION: The City's White Slough Water Pollution Control Facility (WSWPCF) typically discharges treated effluent to Dredger Cut during the months of October to April each year. During the remainder of the year, the treated effluent is utilized within the City's land application area for irrigation of fodder crops. To maximize the use of treated effluent for irrigation, a study is needed to evaluate the current water use and water balance of flows at the WSWPCF. Upon request by staff, West Yost Associates (WYA) furnished the City with a proposal to provide engineering services to complete a Land Application Area Expansion study at the WSWPCF. This study will evaluate potential alternatives for expanding the land application area to maximize the use of treated effluent for irrigation at the WSWPCF.

The Task Order No. 34 scope of services, as detailed in the attached exhibit, includes the following categories of work:

- Evaluate Effluent Flows
- Conceptualize Alternatives
- Develop Preliminary Facilities Layout and Sizing
- Evaluate Onsite Land Application Area Expansion
- Estimate Cost of Proposed Alternatives
- Prepare Technical Memorandum
- Provide Project Management

Staff recommends City Council authorize the City Manager to execute Task Order 34 with WYA in the amount of \$58,700.

FISCAL IMPACT: There is no expected fiscal impact on the City for this study.

FUNDING AVAILABLE: Wastewater Operating Fund (170403)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
Attachment
FWS/KMG/pmf

APPROVED: _____
Konradt Bartlam, City Manager



June 21, 2013

Mr. Larry Parlin
Deputy Public Works Director - Utilities
City of Lodi
1331 South Ham Lane
Lodi CA 95242

SUBJECT: Proposal to Provide Engineering Services—Land Application Area
Expansion Study

Dear Larry:

West Yost Associates (West Yost) appreciates the opportunity to present to you this letter proposal for engineering services related to the City of Lodi (Lodi) Water Pollution Control Facility (WPCF) Land Application Area Expansion Study. The purpose of this study is to evaluate potential alternatives for expanding the land application area to maximize the use of treated effluent for irrigation. The potential alternatives that will be evaluated under this study were developed based on discussions with the City, and are as follows:

- Expansion of the treated water storage volume so that the storage “balances” with the City-owned areas that are currently irrigated with treated wastewater. The goal of this alternative would be to meet the existing irrigation demands without supplemental water supplies during most years.
- Expansion of the treated water storage volume so that the storage “balances” with the all of the existing City-owned irrigated properties (including the 90-acre area currently irrigated with well water). The goal of this alternative would be to maximize the use to treated effluent for irrigation on the existing City-owned land.
- Expansion of the treated water storage volume *and* City-owned irrigated properties so that use of available treated effluent for irrigation is maximized at the 6.0 mgd average dry weather flow condition.
- Expansion of the treated water storage volume *and* City-owned irrigated properties so that use of available treated effluent for irrigation is maximized at the 7.0 mgd average dry weather flow condition.
- Expansion of the treated water storage volume *and* City-owned irrigated properties so that use of available treated effluent is for irrigation is maximized at the 8.5 mgd average dry weather flow condition.

SCOPE OF SERVICES

Task 1. Evaluate Effluent Flows

West Yost will develop an estimate of the monthly effluent flow factors for the WPCF based on the following information:

- Recent influent and effluent flow data
- Anticipated water demands from NCPA power generation facilities
- Historic demands from the San Joaquin County Mosquito and Vector Control District

These monthly flow factors would be applied to an influent flow condition to predict effluent flows. This information will be used to support the water balance modeling effort described in Task 2.

Task 2. Conceptualize Alternatives

West Yost will further define each of the alternatives presented above. This work will include the development of conceptual water balances to identify the required irrigation and storage areas.

The results of the efforts completed under Tasks 1 and 2 will be presented to the City for comment and feedback prior to initiating the tasks described below.

Deliverables: Hard copies of the Water Balance models for each alternative will be provided at a project meeting.

Task 3. Preliminary Facilities Layout and Sizing

Based on the work developed under Task 2, West Yost will develop preliminary layout and sizing for the irrigation areas needed under each alternative. West Yost will develop conceptual mapping of each of the alternatives, showing the potential irrigation expansion areas adjacent to the WPCF properties (based on proximity to existing facilities and existing parcel designations), and a preliminary irrigation water transmission alignment. These preliminary layouts will serve as the basis for the cost estimates provided under Task 5.

Task 4. Onsite Land Application Area Expansion

The City's existing land application area includes 90 acres that are currently irrigated with well water. West Yost will identify the specific facilities needed to expand the existing treated effluent irrigation system to cover this area. Work will include:

- Review existing irrigation pump station condition and capacity, and evaluate existing irrigation system hydraulics to verify the feasibility of supplying the site from the existing pumping facilities.
- Determine pump station improvements needed to supply the expansion site if the existing pumping facilities are not adequate.
- Evaluate option of constructing a booster pumping station near the expansion site.

- Prepare figures and preliminary cost estimates for both approaches.
- Meet with the City to review the findings and select a preferred approach.

Task 5. Estimated Costs for Proposed Alternatives

West Yost will develop a planning level cost analysis for each alternative. These estimates will include the cost estimate described in Task 4 for expanding the existing land application area.

Task 6. Technical Memorandum

The information developed under Tasks 1 through 5 will be presented in a Technical Memorandum (TM). Upon review by staff, West Yost will participate in a meeting with City staff to review the findings. A final TM will be prepared incorporating City comments.

Deliverables: Draft and Final Land Application Area Expansion Study TM. Draft TM will be distributed in PDF format for City review. Up to four (4) bound copies of the Final TM will be distributed to the City.

Task 7. Project Management

West Yost will provide management and coordination activities related to this study. Work performed will be summarized on monthly invoices, and all work will be reviewed by principal West Yost personnel.

PROJECT BUDGET

The total fee for the scope of work described above is estimated to be \$58,700. A breakdown of the estimate is shown in the table below. West Yost will perform the work on a time and materials basis at standard company charge rates, and will not exceed the estimated cost without written authorization. If additional budget is required to complete work identified herein, we will notify the City before exceeding the authorized budget amount.

Land Application Area Expansion Study Estimated Fee		
Task	Description	Estimated Fee, dollars
1	Evaluate Effluent Flows	3,100
2	Conceptualize Alternatives (Includes 1 meeting)	6,300
3	Preliminary Facilities Layout and Sizing	8,500
4	Onsite Land Application Area Expansion (Includes 1 site visit and 1 meeting)	15,100
5	Estimated Cost of Proposed Alternatives	8,100
6	Technical Memorandum (Includes 1 meeting)	15,200
7	Project Management	2,400
Total Estimated Fee		\$58,700

Mr. Larry Parlin
June 21, 2013
Page 4

SCHEDULE

Work will begin upon notice to proceed from the City, and it is anticipated that the first project meeting to discuss the results of Tasks 1 and 2 will occur within four (4) weeks of notice to proceed. A second project meeting to discuss the results of Task 3 will occur within six (6) weeks of notice to proceed. Finally, West Yost will provide a Draft TM within six (6) weeks of City's approval of the conceptual alternatives and selection of a preferred approach for irrigation facility expansion into the 90-acre City-owned area. Comments on the Draft TM will be provided in a meeting that will be scheduled two (2) weeks after the City receives the Draft TM. A Final TM will be provided to the City within two (2) weeks of receiving City comments.

West Yost appreciates the opportunity to provide these services to the City. Please contact me if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in black ink, appearing to read "Kathryn E. Gies". The signature is fluid and cursive, with the first name being the most prominent.

Kathryn E. Gies
Principal Engineer
R.C.E. #65022

cc: Kathryn Garcia, City of Lodi

RESOLUTION NO. 2013-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK
ORDER NO. 34 TO MASTER PROFESSIONAL SERVICES
AGREEMENT WITH WEST YOST ASSOCIATES

=====

WHEREAS, the City's White Slough Water Pollution Control Facility (WSWPCF) typically discharges treated effluent to Dredger Cut during the months of October to April each year. During the remainder of the year, the treated effluent is utilized within the City's land application area for irrigation of fodder crops; and

WHEREAS, to maximize the use of treated effluent for irrigation, a study is needed to evaluate the current use and water balance of flows at the WSWPCF; and

WHEREAS, staff recommends West Yost Associates provide engineering services to complete a Land Application Area Expansion study at the WSWPCF. This study will evaluate potential alternatives for expanding the land application area to maximize the use of treated effluent for irrigation at the WSWPCF.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 34 to the Master Professional Services Agreement with West Yost Associates, of Walnut Creek, California, in the amount of \$58,700, to provide engineering services to complete a Land Application Area Expansion study at the White Slough Water Pollution Control Facility.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$20,000)

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and appropriating funds in the amount of \$20,000.

BACKGROUND INFORMATION: On April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Corporation to provide groundwater monitoring and reporting services for the Central, Western and Southern plumes. Stantec has been providing related services to the City for the past four years with excellent results. Based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring wells.

Staff recommends approving the amendment presented in Attachment 1 to the Stantec PSA to provide these services on a time and materials basis for an amount not to exceed \$20,000. It is expected this amount will cover the initial 2-year term of the PSA and the optional 2-year extension.

FISCAL IMPACT: Costs are funded by PCE/TCE Cleanup Funds.

FUNDING AVAILABLE: Requested Appropriation:
 Central Plume PCE/TCE Cleanup Funds (190): \$10,000
 Southern and Western Plume PCE/TCE Cleanup Funds (185): \$10,000

 Jordan Ayers
 Deputy City Manager/Internal Services Director

 F. Wally Sandelin
 Public Works Director

Prepared by Chris Boyer, Assistant Engineer
 FWS/CB/pmf
 Attachment

APPROVED: _____
 Konradt Bartlam, City Manager

Professional Services Agreement Amendment

Stantec Consulting Corporation

Amendment No. 1

SCOPE OF SERVICES

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified

and GeoTracker compliant EDF. Assuming Stantec is provided a provided a GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

AMENDMENT NO. 1

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this _____ day of August, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibits 1 and 2, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2013.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



AGREEMENT FOR CONSULTING SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on April 30, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents 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 CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

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

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT 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 CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

Section 2.6 Term

This Agreement shall begin on May 26, 2013 and terminate on May 25, 2015. City shall have an option to extend this Agreement for an additional two years on the same terms as set forth herein by giving CONSULTANT written notice 30 days prior to the expiration of the initial term.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT 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

CONSULTANT shall submit invoices for completed work on a monthly basis, 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 and such invoices shall be paid within thirty (30) days of receipt by the City.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants 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 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents. The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 4.3 No Personal Liability

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

Section 4.4 Responsibility of CITY

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

Section 4.5 Insurance Requirements for CONSULTANT

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 Bodily Injury -
Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -
Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) **Additional Named Insured Endorsement**

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 insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) **Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **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.

(d) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY 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.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

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, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

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 court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 F. Wally Sandelin, Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: Stantec Consulting Corporation
 Jim Grasty, Principal
 3017 Kilgore Road, Ste. 100
 Rancho Cordova, CA 95670

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT 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, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT 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 CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

Section 4.13 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 4.14 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.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

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 Authority

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

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

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

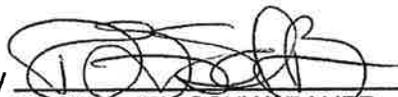
CITY OF LODI, a municipal corporation

ATTEST:

By: 
RANDY JOHL
City Clerk

By: 
KONRAD BARTLAM
City Manager

APPROVED AS TO FORM:

By: 
D. STEPHEN SCHWABAUER
City Attorney

STANTEC CONSULTING CORPORATION

By: 
JIM GRASTY
Its: Managing Principal

Dated: 4/30/13

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Fee Proposal
- Exhibit C – Insurance Requirements

SCOPE OF SERVICES

To complete the Scope of Services, Stantec proposes the following tasks:

Task 1: Project Management and Preparation of Health and Safety Plan

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

Task 1 – Project Management and Preparation of Health and Safety Plan

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when requested). Our services also include attending a kickoff meeting and quarterly project meetings. All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will perform necessary coordination with the City and the City's contracted laboratory (Moore Twining Associates, Inc. of Fresno, California) to obtain the analytical data for water supply wells No. 02, No. 06R, and No. 08 sampled by the City's Water Division.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and potential subcontractor information. The field staff and any potential contractors will review and sign the HASP before beginning field operations at the site.

Task 2 – Monitoring and Sampling

Monitoring and sampling will be conducted for two years, beginning second quarter 2013 and extending through the first quarter 2015. Monitoring and sampling activities will continue to be conducted at Central Plume wells in accordance with MRP Order No. R5-2008-0813. In addition, existing and proposed monitoring wells associated with the Western and Southern Plumes will also be monitored and sampled in accordance with the MRP and RFP Exhibits A through D. Sampling of the Western and Southern plume monitoring wells is scheduled to begin third quarter 2013. These additional wells are identified in Treadwell and Rollo's (T&R) February 1, 2011 *Groundwater Monitoring Program Plan for the Western and Southern Plume Areas* (RFP Exhibit B) and subsequent T&R documents.



Per MRP Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Per the RFP and Exhibit B of the RFP, depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (73) and recorded on Stantec's *Groundwater Gauging Form* and *Groundwater Sampling Form for Passive Diffusion Bags* (Examples of these forms are included in the sample report included as Appendix B). It is noteworthy that the RFP indicates groundwater samples will be collected quarterly from 74 wells. Per the MRP and RFP Exhibit B, the total number of wells in the program will be 73; well MW-19 (listed in Table 5 of Exhibit B) was already included in the Central Plume program as a gauge only well. Wells to be sampled each quarter (beginning third quarter 2013) include 41 quarterly, 49 semi-annually, and 69 annually in accordance with the schedule presented below.

SAMPLING FREQUENCY ¹			
	Quarterly	Semi-annually	Annually
Central Plume Wells	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D
Western Plume Wells	WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D	MW-11	
Southern Plume Wells ⁴	OS-2, SA-09, SA-10, SMW-1A, SMW-1B	SA-03, SA-06, SA-07,	MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08
Total Wells Sampled	41	49	69
<p>1 All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater.</p> <p>2 Wells shall be sampled semi-annually during the first and third quarters.</p> <p>3 Wells shall be sampled annually during the third quarter.</p> <p>4 Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013.</p>			

The table above is modified from the MRP and includes information from the monitoring program outlined in Tables 4 and 5 of RFP Exhibit B to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval to provide adequate time to equilibrate. Typically, the PDBs to be collected in a given quarter will be deployed during the previous quarterly monitoring and sampling event. The PDB deployment depths for Central Plume wells will continue at the same depths as the last four years and the deployment depths for the Western and Southern Plumes will be based on Tables 4 and 5 of RFP Exhibit B. The City currently uses 18-inch length sample bags (variable diameters are available). Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB samplers can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits (minimum ten percent duplicates) is employed to maximize reproducibility of analyte concentrations within the three containers and duplicates. The samples are immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a

Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment.

California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, other relevant information, and if a duplicate was collected from the well are recorded on Stantec's *Groundwater Sampling Form for Passive Diffusion Bags*. Depth-to-groundwater is measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval. For costing purposes, Stantec will assume the same level of effort and accessibility to the Western and Southern Plumes wells as has been required during completion of the Central Plume program. Stantec will also assume that any needed access agreements are in place with the owners of the property where the Western and Southern Plume wells are located. Preliminary review of the SA and OS series well locations appear to indicate they are located on private property.

Task 3 – Analytical Program and Quality Assurance/Quality Control

The analytical program will be completed in accordance with MRP Order No. R5-2008-0813. Samples will be analyzed by a California-certified analytical laboratory using U.S. Environmental Protection Agency (EPA) sample preparation Method 5030B and EPA analytical Method 8260B. For consistency with previous analytical program, in addition to an 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

Quality assurance and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples retrieved are analyzed as QA/QC duplicate samples and one trip blank per cooler is also analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water within the PDB sampler. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

Task 4 – Data Analysis, Reporting, and GeoTracker Submittal

Quarterly data analysis, reporting, and GeoTracker submittal will be performed for two years. Stantec currently maintains the City's EQUIS chemical database containing historical analytical data for the Central Plume wells. Stantec requests that the City provide Excel files with the historical analytical and depth to groundwater data for the Western and Southern Plume wells to be added to the sampling program in third quarter 2013. These historical data will be added to the City's chemical database and are critical to proper interpretation of analyte concentration trends. Each quarter, the project's California-certified analytical laboratory will provide a GeoTracker compatible Electronic Data Deliverable (EDD) for uploading to GeoTracker and an EQUIS compatible EDD for addition to the project database.

Stantec's Information Management Systems Group has prepared a document entitled *Laboratory Standard Operating Procedures*, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random ten percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another ten percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is significantly improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team determines the best applications and tools for the project dataset, which may include ArcGIS, Manifold, Surfer, Enviroinsite, etc., and which may evolve as new applications are developed. Stantec assumes that all well construction details, historical water elevation, flow, and gradient data for the Western and Southern Plume wells will be provided in Excel files for inclusion in the database and generation of the MRP-required tables. If some of these datasets are not currently available electronically, Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal.



Following the generation and QA/QC of the required tables and figures, Stantec⁷ scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with MRP Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and by the above prescribed submittal dates.

Historical monitoring reports for the Central Plume, submitted prior to second quarter 2009 when Stantec began preparing them, were not in full compliance with MRP requirements. There were several MRP reporting requirements omitted. Most important was Requirement (f), Page 4, which required: "A table showing historical...vertical (if applicable) flow directions and gradients." Chemicals are currently detected in four groundwater zones and vertical gradients control the migration of groundwater contaminants between the different zones. The City has previously installed ten multiple-aquifer well clusters to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and monitoring remedial methods. Stantec monitoring reports are in full compliance with the MRP and now include Table 6, *Recent and Historical Vertical Groundwater Gradient Data* and a discussion of vertical gradients.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements.

In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and EDD's of quarterly analytical data) will be submitted electronically to the State Water Board GeoTracker database system. In 2009, Stantec reviewed and summarized the City's historical Central Plume EDDs on GeoTracker for missing data. Per the City's request, Stantec worked with the previous analytical laboratory to obtain and upload missing EDDs, bringing the Central Plume site into GeoTracker compliance.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements. Stantec will provide an estimated cost to work with the City and T&R to bring these sites into compliance.

The MRP requires summaries of the remedial system performance in the quarterly and annual reports (i.e., MRP Reporting Requirements [i] and [j] and Annual Reporting Requirement [e]). Stantec will continue to work with the City's current remedial consultant that operates the soil vapor extraction (SVE) and groundwater extraction and treatment (GWET) systems to provide the required remedial summary in the quarterly and annual monitoring reports.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal can provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and GIS so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.

**City of Lodi
2013-2015
Monitoring, Sampling, and Reporting Services
Time and Materials
Estimated Budget**

CLASSIFICATION	UNITS	RATE	Quarterly Project Management		2nd Qtr 2013 Monitoring & Sampling & Analytical		2nd Qtr 2013 Data Analysis, Reporting, & Geotracker		Remaining Qtrs Monitoring, Sampling & Analytical		Remaining Qtrs Data Analysis, Reporting, & Geotracker	
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
STANTEC LABOR												
Senior (Billing Level 14)	Hour	\$167	6	\$1,002	2	\$334	9	\$1,503	3	\$501	12	\$2,004
Associate (Billing Level 10)	Hour	\$122	0	\$0	0	\$0	2	\$244	0	\$0	3	\$366
Project (Billing Level 9)	Hour	\$113	0	\$0	0	\$0	21	\$2,373	0	\$0	22	\$2,486
Staff (Billing Level 7)	Hour	\$95	2	\$190	2	\$190	2	\$190	3	\$285	3	\$285
Technician, II (Billing Level 6)	Hour	\$87	0	\$0	26	\$2,262	0	\$0	38	\$3,306	0	\$0
Senior Drafter/GIS (Billing Level 8)	Hour	\$104	0	\$0	0	\$0	10	\$1,040	0	\$0	11	\$1,144
Admin (Billing Level 5)	Hour	\$80	3	\$240	0	\$0	2.5	\$200	0	\$0	3	\$240
LABOR COSTS (Per Qtr)				\$1,432		\$2,786		\$5,550		\$4,092		\$6,625
STANTEC EQUIPMENT												
Water Level Meter	Day	\$30	0	\$0	2	\$60	0	\$0	3	\$90	0	\$0
Field Vehicle	Day	\$125	0	\$0	2	\$250	0	\$0	3	\$375	0	\$0
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	3	\$165	0	\$0
EQUIPMENT COSTS (Per Qtr)				\$0		\$420		\$0		\$630		\$0
REBILLABLES												
Laboratory (8260) 2nd Qtr 13	Each	\$65	0	\$0	33	\$2,145	0	\$0	0	\$0	0	\$0
Laboratory (8260) Remaining Qtrs	Each	\$65	0	\$0	0	\$0	0	\$0	59	\$3,835	0	\$0
Shipping/Postage	Each	\$20	1	\$20	0	\$0	0	\$0	0	\$0	0	\$0
Mileage	Each	\$0.565	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Defonitized Water Fill for PDBs	Each	\$4	0	\$0	30	\$120	0	\$0	53	\$212	0	\$0
Diffusion sampler	Each	\$18	0	\$0	30	\$540	0	\$0	53	\$954	0	\$0
REBILLABLES (Per Qtr)				\$22		\$3,086		\$0		\$5,501		\$0
TOTAL COST PER 1/4				\$1,454		\$6,292		\$5,550		\$10,223		\$6,625
ESTIMATED FEE FOR YEAR 1				\$5,816		\$6,292		\$5,550		\$30,669		\$19,575
ESTIMATED FEE FOR YEAR 2: % Increase =		2.50%		\$5,961		Not Included		Not Included		\$67,164		\$26,753
TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT				\$11,777		\$6,292		\$5,550		\$87,823		\$46,328
ESTIMATED FEE FOR YEAR 3: % Increase =		3.00%		\$6,140		Not Included		Not Included		\$68,869		\$27,555
ESTIMATED FEE FOR YEAR 4: % Increase =		3.00%		\$6,324		Not Included		Not Included		\$60,635		\$28,382
TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION				\$12,465		Not Included		Not Included		\$119,503		\$55,937
TOTAL ESTIMATED FEES												\$187,905



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract 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 contract, 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 Ea. Occurrence

\$1,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence
3. **PROFESSIONAL LIABILITY**
\$1,000,000 Ea. Occurrence

NOTE: 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.).

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, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) **Additional Named Insured Endorsement**
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.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **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.
- (d) **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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor 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 Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

SCOPE OF SERVICES

Amendment No. 1

Stantec Consulting Corporation

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDF. Assuming Stantec is provided a provided a

GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 7/23/2013
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	190		3205	Fund Balance	\$ 10,000.00
	185		3205	Fund Balance	\$ 10,000.00
B. USE OF FINANCING	190	190202	7323	Groundwater Monitoring/Reporting	\$ 10,000.00
	185	185126	7323	Groundwater Monitoring/Reporting	\$ 10,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Professional services agreement with Stantec Consulting for groundwater monitoring/reporting services.

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

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: Alvany Sandeli

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH STANTEC CONSULTING CORPORATION
FOR GROUNDWATER MONITORING AND MONITORING WELL
MAINTENANCE SERVICES, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on April 17, 2013, City Council approved a Professional Services Agreement with Stantec Consulting Corporation to provide groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes; and

WHEREAS, Stantec has been providing related services to the City for the past four years with excellent results; and

WHEREAS, based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring wells; and

WHEREAS, staff recommends approving Amendment No. 1 to the Stantec PSA to provide these services on a time and materials basis for an amount not to exceed \$20,000. It is expected this amount will cover the initial 2-year term of the PSA and the optional 2-year extension.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, California, for groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes, in an amount not to exceed \$20,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,000 be appropriated from Central Plume PCE/TCE Cleanup Funds and Southern and Western Plume PCE/TCE Cleanup Funds.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2013/2014 (\$580,321)

MEETING DATE: August 7, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving contract with Lodi Unified School District to provide after-school staff support for the Bridge program at 13 locations during Fiscal Year 2013/2014 (\$580,321).

BACKGROUND INFORMATION: Lodi Unified School District is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. Lodi Unified has contracted with the City (sub-recipient) to provide these services for the past six years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to do so again in Fiscal Year 2013/14. The 13 sites are Beckman, Borchardt, Heritage, Lawrence, Needham, Nichols, Victor, Washington, Woodbridge and Live Oak elementary schools, Lodi and Millswood middle schools, and Houston School (K-8). The District's other schools in Lodi do not qualify for grant funding.

The Department will receive \$44,500 per year per elementary school site and \$45,107 per middle school site, including Houston School. Aside from a slight increase in revenue from FY 2012/13 because of more school days, the contract terms are unchanged from the previous year.

FISCAL IMPACT: The \$580,321 in revenue will cover the program's costs.

FUNDING AVAILABLE: Per agreement with Lodi Unified School District.

Jordan Ayers, Deputy City Manager

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

Attachments: Resolution, agreement

APPROVED: _____
Konradt Bartlam, City Manager

LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Independent Contractor shall provide the following services: to provide support for education offering academic and enrichment components to assist the district in significantly increasing student performance and eliminating the achievement gap at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, Washington, Victor, and Live Oak Elementary Schools; Millswood, Lodi, and Houston Middle Schools.

The services shall begin on July 26, 2013 and be completed by May 30, 2014.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

Not to exceed: \$580,321.00. (Five hundred eighty thousand, three hundred and twenty one dollars.)

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or at District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind, person or property arising from the acts, omissions, or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor:

X _____

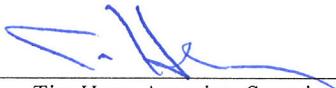
Date: _____

Address: Konradt Bartlam, City Manager

125 N. Stockton St., Lodi, CA 95240

Phone: (209) 333-6742

District:

Authorized by  _____
Tim Hern, Associate Superintendent/CBO

Date: July 23, 2013

Date of Board Approval: June 25, 2013

APPROVE AS TO FORM:

ATTEST:

 _____
D. STEPHEN SCHWABAUER, CITY ATTORNEY

RANDI JOHL, CITY CLERK

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN
LODI UNIFIED SCHOOL DISTRICT AND THE CITY OF LODI
TO PROVIDE THE BRIDGE PROGRAM AT THIRTEEN
LOCATIONS DURING FISCAL YEAR 2013-14

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorizes the City Manager to execute a contract in the amount of \$580,321 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge program at thirteen locations during Fiscal Year 2013/14.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a Yield Control on Willow Glen Drive at Lakewood Drive

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution amending Traffic Resolution No. 97-148 by approving a yield control on Willow Glen Drive at Lakewood Drive.

BACKGROUND INFORMATION: The Lakewood Drive and Willow Glen Drive intersection has been studied based on requests for a stop/yield sign due to accidents resulting in property damage.

Lakewood Drive and Willow Glen Drive form a "T" intersection with no traffic control on either street. In reviewing collisions and sight distance, the intersection meets the City's guidelines for a yield control. Staff recommends installing a yield control on Willow Glen Drive at Lakewood Drive, as shown on Exhibit A.

FISCAL IMPACT: Slight increase on the City Pavement Marking Maintenance Program.

FUNDING AVAILABLE: Funding for the installation of a yield sign and pavement markings will be from the Street Maintenance account (3215031) at an approximate cost of \$500.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Dorothy Kam, Assistant Engineer
FWS/DK/pmf
Attachment
cc: Police Chief
Deputy Public Works Director/City Engineer
Senior Civil Engineer

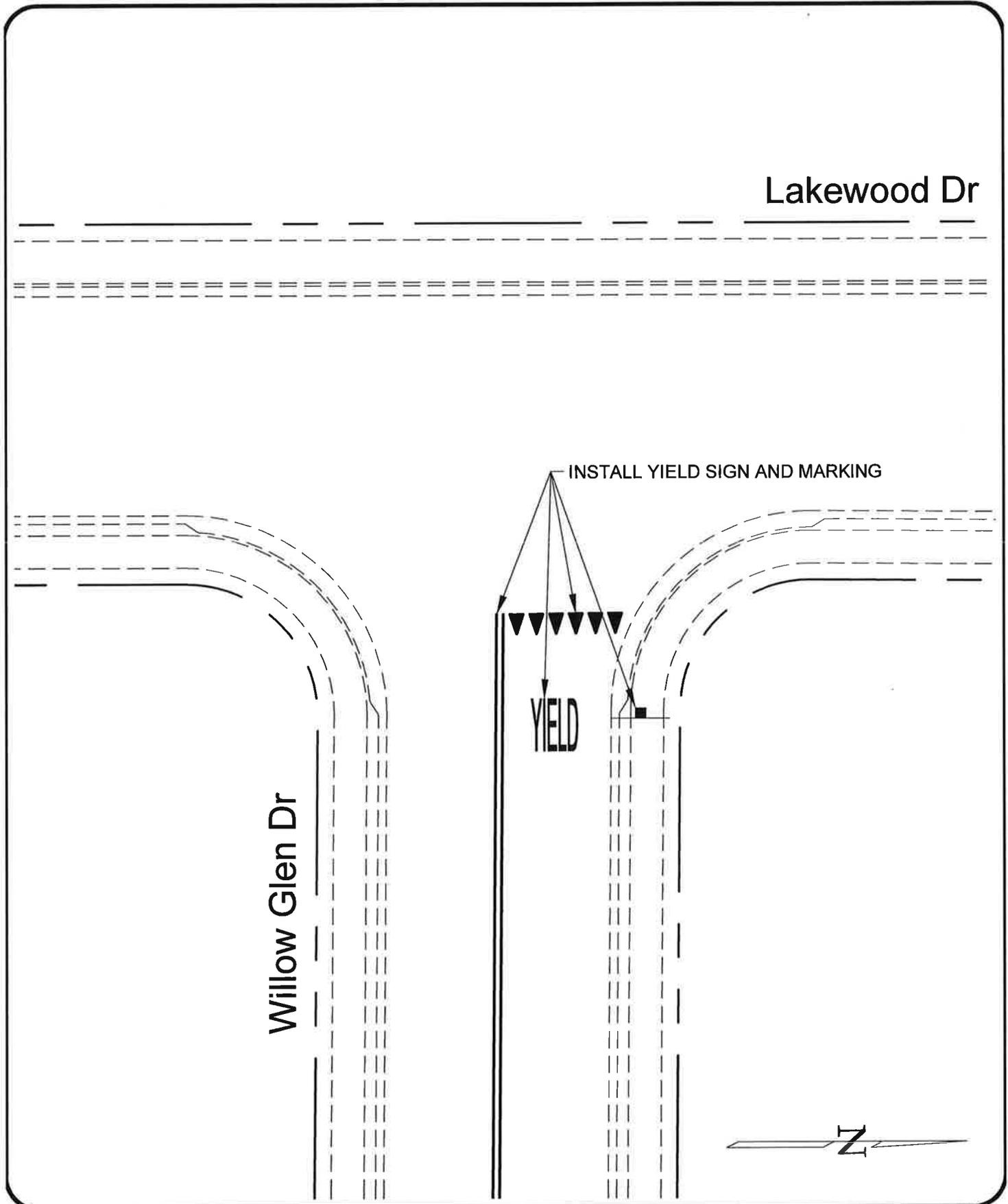
APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Willow Glen Dr at Lakewood Dr Proposed Yield Sign Installation Exhibit A



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING TRAFFIC RESOLUTION NO. 97-148 BY
APPROVING A YIELD CONTROL ON WILLOW GLEN
DRIVE AT LAKEWOOD DRIVE

=====

WHEREAS, the Lakewood Drive and Willow Glen Drive intersection has been studied based on requests for a stop/yield due to accidents resulting in property damage; and

WHEREAS, in reviewing collisions and sight distance, the intersection meets the City's guidelines for a yield control; and

WHEREAS, staff recommends that the City Council amend Section 2 of Traffic Resolution No 97-148 by approving a yield control on Willow Glen Drive at Lakewood Drive.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Section 2 of Traffic Resolution No. 97-148 by approving a yield control on Willow Glen Drive at Lakewood Drive, as shown on Exhibit A.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

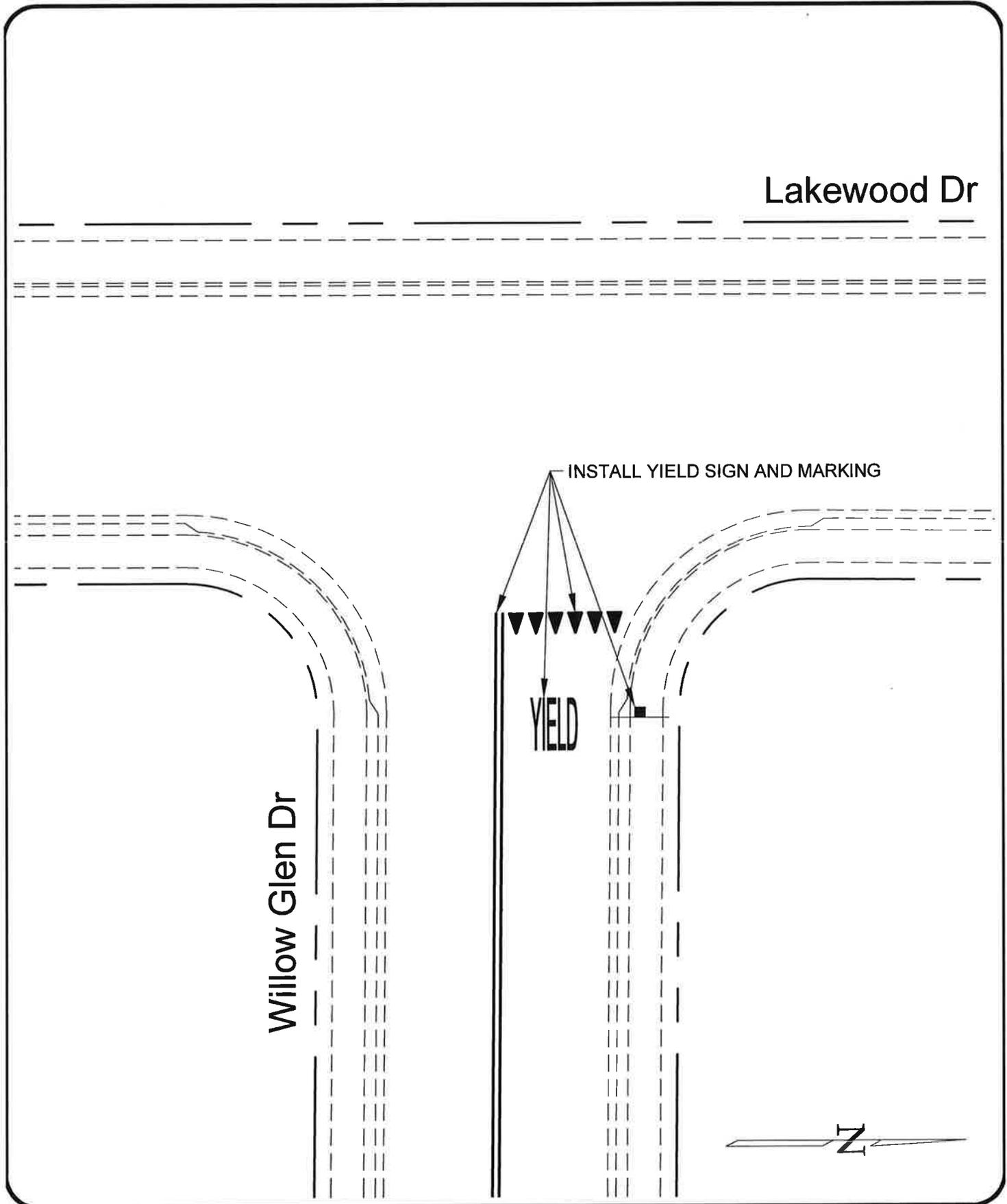
RANDI JOHL-OLSON
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Willow Glen Dr at Lakewood Dr Proposed Yield Sign Installation Exhibit A





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving City of Lodi Title VI Program for Transit Services

MEETING DATE: August 7, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving City of Lodi Title VI Program for Transit Services.

BACKGROUND INFORMATION: The City of Lodi's Title VI Program is a Civil Rights requirement for Federal Transit Administration (FTA) funding. Section 601 under Title VI of the Civil Rights Act of 1964 states the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

FTA Circular 4702.1B provides recipients of FTA financial assistance with guidance and instructions to carry out U.S. Department of Transportation Title VI regulations (49 CFR part 21). City of Lodi is updating the GrapeLine Fixed Route, Dial-A-Ride, and VineLine Systems Title VI Program and Language Assistance Plan to be compliant with recent changes to the FTA Circular 4702.1B. The primary Circular update is the requirement for the transit operation's governing board to approve the Title VI Program.

The Title VI Program is on file in the Public Works Department and available on the City's website.

FISCAL IMPACT: Approval of the City of Lodi Title VI Program is required for continued FTA funding.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Julia M. Tyack, Transportation Planner
FWS/JMT/pmf
cc: Transportation Manager/Senior Traffic Engineer

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY
COUNCIL APPROVING CITY OF LODI
TITLE VI PROGRAM FOR TRANSIT
SERVICES

=====

WHEREAS, the City of Lodi's Title VI Program is a Civil Rights requirement for Federal Transit Administration (FTA) funding. Section 601 under Title VI of the Civil Rights Act of 1964 states the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance"; and

WHEREAS, FTA Circular 4702.1B provides recipients of FTA financial assistance with guidance and instructions to carry out U.S. Department of Transportation Title VI regulations (49 CFR part 21); and

WHEREAS, City of Lodi is updating the GrapeLine Fixed Route, Dial-A-Ride, and VineLine Systems Title VI Program and Language Assistance Plan to be compliant with recent changes to the FTA Circular 4702.1B; and

WHEREAS, the primary Circular update is the requirement for the transit operation's governing board to approve the Title VI Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi Title VI Program for transit services.

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving Job Description, Salary Range and Reclassification for the position of Literacy/Volunteer Manager

MEETING DATE: August 7, 2013

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving job description, salary range and reclassification for the position of Literacy/Volunteer Manager

BACKGROUND INFORMATION: The City continues to update City job descriptions so that they are reflective of each employee's assigned job duties. In very few instances, this review has identified employees working above, or below, their current classification and thus a salary adjustment has been requested. Moreover, if an employee believes his or her job description is not current or the classification is not accurate, he or she may request Human Resources conduct a classification audit to update the job description and determine the proper classification.

This Communication requests Council approve the revised classification and salary range for one Senior Library Assistant to be reclassified to a Literacy/Volunteer Manager effective July 1, 2013 (there is one employee affected by this request). This issue was raised because the incumbent Senior Library Assistant believed she was working beyond her current classification. The incumbent currently serves as a Senior Library Assistant with principle duties of managing the Library's literacy and volunteer programs; she assumed these duties following the resignation of the previous Literacy/Volunteer Manager. Consequently, Human Resources initiated a classification review and determined that she was working beyond her current classification.

The Literacy/Volunteer Manager job description is similar to the previously titled Literacy Services Coordinator, and has the exact same salary range. That job description has been updated and retitled, and will remain part of the Mid-Management Bargaining Unit.

The Library Board has approved a recommendation to Council that this revised classification be approved.

The Literacy/Volunteer Manager salary range is \$3,624.41 - \$4,405.49 (the same salary as the previously utilized Literacy Services Coordinator). This range is 22 percent above the current range for the Senior Library Assistant. Both the Mid-Management and General Services units have approved the request to reclass one Senior Library Assistant to Literacy/Volunteer Manager.

The approximate increase for the 2013-14 year is \$2,600.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: In the current fiscal year, the fiscal impact would be approximately \$2,600 (which includes additional expenses related to retirement costs, payroll taxes, etc).

FUNDING AVAILABLE: Funding available from the departments operating budget.

Dean Gualco, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

RESOLUTION NO. 2013-__

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE JOB DESCRIPTION AND SALARY
RANGE FOR THE POSITION OF
LITERACY/VOLUNTEER MANAGER

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the job specification for the position of Literacy/Volunteer Manager as attached; and

BE IT FURTHER RESOLVED that the salary range for Literacy/Volunteer Manager is hereby approved and shall be as follows:

LITERACY/VOLUNTEER MANAGER

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$3,624.41	\$3,805.63	\$3,995.92	\$4,194.49	\$4,405.49

Dated: August 7, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the Lodi City Council in a regular meeting held August 7, 2013 by the following vote:

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

RANDI JOHL-OLSON
City Clerk

CITY OF LODI

Revised ~~February~~ ^{July 2005} ~~July 2013~~ 2010

LITERACY/VOLUNTEER SERVICES COORDINATOR/MANAGER

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION

Under direction of the Library ~~Services~~ Director, ~~to plan, coordinate, supervise, organize and directs~~ the ~~Adult-Literacy/-Volunteer Services of the Lodi Public Library~~. This position ~~works closely with library management personnel to administer~~s and raises funds for ~~an the adult literacy/library literacy/volunteer programs in the City of Lodi~~. It requires strong ~~interpersonal and~~ administrative skills combined with ~~interpersonal sensitivity and tact, and~~ the ability to speak in public. Performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

~~This position r~~Receives general ~~supervision~~direction from ~~the Library Director~~higher level personnel. ~~and provides~~May provide supervision to ~~clerical lower level~~ staff; ~~trained tutors and other program volunteers.~~

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

Under direction of the Library ~~Services~~ Director, directs the ~~Adult-Literacy/Volunteer Services of the Lodi Public Library~~. This position ~~works to administer~~s and raises funds for ~~an the adult literacy library literacy/volunteer programs~~. ~~It requires strong administrative skills combined with the ability to speak in public. It requires strong interpersonal and administrative skills combined with the ability to speak in public.~~ Performs other duties as assigned.

Assess the literacy needs of the community; develop and implement programs that meet these needs; solicit volunteers to provide services that meet the needs of the programs; assess the success of these programs; assess the success of these programs and make needed improvements in efficiency and effectiveness;

—Developsing and implementsing goals, programs, procedures and work standards for library ~~literacy-volunteer based~~ services; preparsing periodic reports required under grant agreements and related reports as needed including preparation and review of correspondence; ~~preparing and monitors an annual budget for the literacy services program and prepares financial reports as needed;~~

—~~Planning~~Plans, ~~directing~~directs, and ~~supervising~~supervises the work of ~~literacy-volunteer~~ support staff ~~and~~, volunteers, ~~and tutors~~; ~~Plannings~~ and implementat~~ion of~~ recruitment activities for ~~tutors-volunteers~~ and students, including outreach through community organizations; ~~letters, notices and newsletters~~.arranging arranges and ~~coordinating~~coordinates the training of ~~tutors-volunteers~~ and students

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including the screening, assessment and assignment of students with trained ~~tutors~~volunteers

~~—Developing and conducting tutor orientations, training, and in-service meetings, including training and introduction into the use of the computer lab for teaching literacy skills~~

~~—Developing and continuing an ongoing public awareness campaign for the program through public speaking, press releases and other media and community outreach; serving as literacy advocate in the community to promote and expand literacy services and programs; providing occasional service to patrons at public service desks;~~

~~—Preparing and monitoring an annual budget for the literacy services program and preparing financial reports as needed~~

~~—Preparing grant applications and developing ongoing funding sources for the program.~~

~~—Serving as literacy advocate in the community to promote and expand literacy services and programs~~

~~—Providing occasional service to patrons at public service desks~~

~~—Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.~~

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MINIMUM QUALIFICATIONS

Knowledge of:

Current practices of ~~adult~~ literacy-- literacy principles, organization, objectives, trends, materials and services; principles and practices of program planning activities.

Instructional methods for teaching literacy skills using traditional and computerized technology; techniques used in developing and conducting training programs.

Principles, practices and method used in grants development and administration.

~~—Current trends and techniques for volunteer recruitment, training and facilitation; volunteer programs and coordinating volunteers; experience working with community groups; public relations practices and information dissemination.~~

~~—Instructional methods for teaching literacy skills using traditional and computerized technology~~

~~—Volunteer programs and coordinating volunteers~~

~~—Experience working with community groups~~

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Ability to:

~~Under direction of the Library Director, directs the Literacy/Volunteer Services. This position Administers and raises funds for the library literacy/volunteer programs. It requires strong interpersonal and administrative skills combined with the ability to speak in public. Performs other duties as assigned.~~

Administers and raises funds for the library literacy/volunteer programs; plan and coordinate an effective literacy and library volunteer program; evaluate literacy program

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and volunteer procedures and recommend improvements; assess reading levels of students; effectively match volunteer tutors and students.

Assess the literacy needs of the community; develop and implement programs that meet these needs; solicit volunteers to provide services that meet the needs of the programs; assess the success of these programs; assess the success of these programs and make needed improvements in efficiency and effectiveness;

~~—Communicate clearly both orally and in writing; maintain effective relationships with community, business and special interest groups; develop, maintain and manage a volunteer program; interact and communicate successfully with people of diverse backgrounds; accommodate a flexible schedule including evenings and weekends.~~

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~~—Maintain effective relationships with community, business and special interest groups~~

~~—Develop, maintain and manage a volunteer program~~

~~—Interact and communicate successfully with people of diverse backgrounds~~

~~● Accommodate a flexible schedule including evenings and weekends. Establish and maintain cooperative working relationships with those contacted during the course of work;~~

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EDUCATION AND EXPERIENCE

Any combination equivalent to education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in education, library science or a closely related field.

Experience:

Two years of professional experience working in the adult education field, preferably with experience in a literacy program. One year of experience working with community groups/organizations and/or ~~coordinating a~~ volunteer-managing programs.

LICENSES AND CERTIFICATES

Possession of the appropriate valid Driver's License from the California Department of Motor Vehicles.

FLSA Status: Exempt



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Responses to the 2012/2013 Grand Jury Reports Regarding Case Nos. 0312, 0912, and 1112

MEETING DATE: August 7, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve responses to the 2012/2013 Grand Jury Reports regarding Case Nos. 0312, 0912, and 1112.

BACKGROUND INFORMATION: The City received three difference Grand Jury reports in May. The first report, dated May 21, 2013 pertained to the San Joaquin County Vector Control District and the Ralph M. Brown Act. The second report, dated May 23, 2013, pertained to AB 109 and Safe Communities. The third report, dated May 30, 2013, pertained to surplus public assets. All three reports required a response from the City within ninety (90) days of the receipt of each report.

Staff has carefully reviewed each report and offers the attached response. Upon City Council approval, the responses will be finalized and submitted to the presiding judge of San Joaquin County Superior Court by August 19, 2013.

FISCAL IMPACT: Not applicable at this time.

FUNDING AVAILABLE: Not applicable at this time.

Randi Johl-Olson
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



The Superior Court of California
County of San Joaquin

RECEIVED
MAY 22 2013
CITY CLERK

May 21, 2013

PRIVATE AND CONFIDENTIAL

Mayor Alan Nakanishi
City of Lodi
P. O. Box 3006
Lodi, CA 95240

Dear Mayor Nakanishi:

Enclosed you will find the Grand Jury's report on their review of San Joaquin County Mosquito and Vector Control Board.

Pursuant to Penal Code §933.05(f): "A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report."

This report is scheduled for release to the public on May 28, 2013. If you have any questions, please do not hesitate to contact me at (209) 468-2959.

Sincerely,

A handwritten signature in cursive script that reads "Trisa Martinez".

Trisa Martinez
Grand Jury Staff Secretary/Judicial Secretary

Enc.

San Joaquin County Grand Jury



District Board Ignores the Peoples' Right to be Informed 2012-2013 Case No. 1112

Summary

In 1953 the California State Legislature recognized the public's right to know what actions legislative bodies were voting on before the actual vote took place. The Legislature enacted the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) which, among other provisions, required legislative bodies to post agendas not less than 72 hours before a meeting with descriptions of all proposed actions in sufficient detail so that the public could understand what was being voted on. This requirement applies to all local governments in the State, including all special districts.

When a legislative body circumvents the requirements of the Brown Act, when actions are taken that are not clearly explained to the public, and when legislative members themselves do not understand what they are voting on, the public's trust of honest governance begins to collapse. By observation, review of documents and sworn testimony the actions of the San Joaquin County Mosquito and Vector Control District (District) and its Board of Trustees (District Board) bring into question its commitment to transparency and compliance with this State law. The 2012-2013 San Joaquin County Grand Jury (Grand Jury) suggests that the San Joaquin County Board of Supervisors (Board of Supervisors) exercise all pertinent authority to impose requirements upon the District to permit the public greater access to the District's meeting agendas and reports. In addition, the appropriate authorizing bodies should consider adopting term limits to ensure that fresh ideas are brought before the District Board. The Grand Jury also has concerns about whether having a separate district with a separate board as the legislative body is the most effective structure for the present and future needs of the County.

Glossary

Brown Act	The Ralph M. Brown Act (Government Code Sections 54950 et seq.) regulating the conduct of public meetings and related public information.
et seq.	To include sections that immediately follow the identified section and pertaining to the same topic.
LAFCO	Local Agency Formation Commission; a county-wide government agency created pursuant to State law for the purpose of reviewing and approving timely changes in local government boundaries and establishing special districts.
Serial Meeting	A series of communications, each of which involves less than a quorum of the legislative body, but which taken as a whole, involve a majority of the body's members, for the purpose of developing a concurrence as to action to be taken. Prohibited under the Brown Act.

Background

All California public entities are required to conduct their business in a transparent manner at meetings open to the general public. These requirements under the Ralph M. Brown Act (Brown Act) have been in existence since 1953. The San Joaquin County Mosquito and Vector Control District (the District) is a public entity subject to the Brown Act. Among the mandates under the Brown Act, governing bodies are required to publish their agenda at least 72 hours before a meeting along with their proposed agenda actions containing sufficient information for the public to understand the topic being considered and the proposed action. It also requires the public to be permitted to speak on any agenda item before action is taken. Such advance notice and clarity were not provided to the District's constituents regarding health insurance benefits for the District Trustees.

The District offers health insurance benefits to its employees, which include medical, dental and vision coverage for the employee, the employee plus one or the employee and family. The District pays for the costs of the monthly insurance premium up to a maximum fixed amount. For 2013, the maximum benefit District payments are:

Medical - \$1,599.36

Dental - \$108.32

Vision - \$21.92

Any cost for health insurance benefits above that dollar amount is paid for by the employee.

On March 19, 2009, the District adopted a policy to permit members of the District's Board of Trustees (Trustees) to participate in the District's health care benefit plans in the same manner as other employees of the District. Currently, six of the 11 Trustees participate in the health insurance plans. Two Trustees participate in only dental and vision coverage at a Trustee plus one rate. The monthly District cost for each is \$82.13 with the Trustee paying \$32.56 out-of-pocket. One Trustee is enrolled in medical, dental and vision coverage for only the Trustee option. The District's monthly cost is \$731.00, with no Trustee out-of-pocket cost. One Trustee participates in medical, dental and vision coverage for the Trustee plus one, with a monthly District cost of \$1,312.41 and \$136.34 paid out-of-pocket. One Trustee has full family coverage for medical, dental and vision with a monthly District cost of \$1,729.60, and out-of-pocket expenses of \$499.52. The sixth Trustee participates in a family medical program with a District cost of \$1,599.36 and no out-of-pocket cost. The total District contribution for all Trustee health insurance benefits is \$5,536.63 a month, or \$66,439.56 per year.

After the public disclosure (in July 2012) regarding the details of the March 2009 action, the Trustees placed an agenda item before them on November 20, 2012, to reaffirm the previous action to permit Trustees to participate in the health benefit plan. The matter was continued at that time to permit a three-member committee composed of a Trustee, the District's general manager and the District's legal counsel to review the proposal and provide options for a future Trustee action. No action was taken at the regular December 18, 2012 meeting due to discussion about the District's budget. On January 15, 2013, the matter appeared on the District's agenda as Item No. 6, "*Review of Current Trustee Health Insurance Plan*" and was adopted by a unanimous vote of the Trustees.

After a review of State laws, the Grand Jury found no evidence that the District Board's action to make health insurance benefits available to Trustees violated any law. However, while investigating the two complaints received, it found other significant issues related to the District Board's legislative actions which warranted further investigation.

Issues

The 2012-2013 Grand Jury received two complaints from a citizen related to the San Joaquin County Mosquito and Vector Control District Board of Trustees. One related to a discrepancy in the Trustee's compensation listed on the District's Fact Sheet provided to the San Joaquin County Board of Supervisors (and made available to the public). The Fact Sheet did not list the health insurance benefits available to the Trustees.

The second complaint alleged there was a possibility that illegal serial meetings took place between Trustees and District management prior to the January 15, 2013 District Board meeting, which would be a violation of the Brown Act. This complaint was based on an allegation, as stated by the complainant, that the Trustee Board Chairman began the discussion on the health insurance agenda item by stating "*he was certain of the Board's consensus on this issue.*"

The March 19, 2009 District Board agenda contained the following item "*District-sponsored Health and Welfare Plan; Resolution 08/09-XX, authorizing eligible trustees to participate in District sponsored health and welfare plans.*" For the January 15, 2013 Board meeting, the agenda item was listed as "*Review of Current Trustee Health Insurance Plan.*" While the 2009 meeting agenda description could loosely be interpreted as meeting the Brown Act requirement for a description, the January 2013 meeting description failed to meet the legal requirements. The action of the Trustees during the meeting was to discuss not the Plan itself, but rather the Trustees' participation in the plan. If the agenda item was described as only for the purpose to review the health insurance plan, the District Board would be prohibited from taking any action on the plan since the description gave no indication that an approval action would occur.

The Brown Act very clearly promotes opportunities for the public to engage in public meetings with the ability to comment on any item on the agenda, and on any other issue within the jurisdiction of the governing body. That opportunity must be free from the perception of fear or intimidation and without restriction. Any requirement for a member of the public to identify themselves must be voluntary. Government Code Section 54953.3 states in part "*...If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held...it shall state clearly that the signing, registering, or completion of the document is voluntary.*" At meetings attended by members of the Grand Jury, members were required to sign in on a form presented by a District employee. There was no indication on the sign-in sheet or on any other printed material or website that providing one's name and affiliation was voluntary.

In order for the public to be informed about the activity of the District and its Board, it must have access to accurate and relevant information. Related agenda material must be available in a timely manner such that the public can form an informed opinion to support meaningful discussion on matters listed on the agenda. Government Code Section 54957.5 states in part "*... agenda of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion of consideration at a public meeting of the body, are public records under the California Public Records Act.*" No copies of the materials provided to Trustees for their meetings are available for the public's review prior to or at the time of the meeting. At the February 19, 2013 meeting of the District Board, a member of the Grand Jury requested a copy of the agenda materials provided to the Trustees. The member was advised by a District employee that approval had to be obtained from the President of the Board prior to it being available to the member of the public. Access was denied to the public member until after the Board meeting had concluded.

Findings

F1.1 The Board of Trustees failed to comply with the Government Code Section 54954.2(a) (1) by providing an inadequate description of agenda items proposed for discussion and action at a public meeting. Specifically, it violated the Brown Act at its January 15, 2013 District Board meeting by having an inadequate description of Item No. 6 *Review of Current Trustee Health Insurance Plan*, under consideration and the proposed action to be taken by the Board.

F1.2 The District Board violated the requirements of California Government Code Section 54953.3 by failing to have clearly indicated on its sign-in sheet that such a requirement was a voluntary action for the public and that no adverse impact would result from failing to sign.

F1.3 The District Board violated Government Code Section 54957.5 by failing to have the agenda materials provided to Trustees available to the public at the same time as delivered to the Trustees. It also placed restrictions on the public's access to the materials before and during Trustee meetings.

F1.4 At the time this investigation started, the only information on the District's website was the current meeting agenda. Information about prior meeting agendas, agenda background materials and meeting minutes was not accessible on the website. This information has subsequently been added to the District's website.

Recommendations

R1.1.1 As a result of its violation of the Government Code 54954.2(a) (1), the Board of Trustee immediately rescind its action on Item No. 6, *Review of Current Trustee Health Insurance Plan of the January 15, 2013 Board meeting.*

R1.1.2 The District immediately expand the description of all items placed on the District Board's meeting agenda to fully comply with the requirements and intent of the Brown Act.

R1.2 The District revise its District Board meeting sign-in sheet to clearly indicate that adding one's name is a strictly voluntary action.

R1.3.1 The District immediately make available to the public a copy of all agenda materials as soon as it is provided to the Trustees, and that a copy be readily available for the public at the Board's meeting location.

R1.4 No later than November 1, 2013, the District place on its website all agenda materials provided to the Trustees prior to the Board meeting.

2.0 Lack of Understanding About Action Related to Health Insurance Benefits

On March 19, 2009, the District Board adopted a resolution to permit Trustees to participate in the same health insurance program that was offered to the District's employees beginning August 1, 2009. Under the District plan, an employee may choose from different medical plans and select coverage for: (1) the employee, (2) for the employee plus one dependent, or (3) a family plan. Vision and dental insurance coverage is also available with the same three options.

In July 2012, after the San Joaquin Taxpayers Association raised the issue, local newspapers began to report on the District Board's action of March 2009 authorizing Trustees access to health insurance benefits.

In November 2012 the District Board proposed to revisit the March 2009 action which concluded in a vote in January 2013 to continue the program. The Grand Jury wanted to clarify whether the Trustees understood the program/s being proposed for approval.

Following sworn testimony from 9 of the 11 Trustees and review of documents provided by the District, the Grand Jury came to the conclusion that almost all of the Trustees did not understand the structure of the health insurance benefit available to them, or who was covered pursuant to their action. Many of the Trustees testified it was their understanding that they were approving coverage only for the Trustee themselves and not for any family coverage. Some said they were not sure what or who the benefit covered but because the District's legal counsel and others said they had a letter saying it was legal, they voted in favor of the continuation.

Other Trustees indicated they voted yes because the District had enough money. While some Trustees said they voted for the benefit because other similar districts offered them, none of the Trustees interviewed could tell how many other mosquito districts in the State of California offered health benefits for its trustees. Based on information from the State Controller's files, the Grand Jury discovered that only three of the 68 other mosquito districts in the State offered health insurance benefits for its trustees. Sacramento-Yolo County Mosquito and Vector Control District provides medical, dental and vision insurance for its trustees, while the East Side Mosquito abatement District in Modesto provided dental and vision insurance benefits to its trustees.

Findings

F2.1.1 A majority of the District's Trustees, under sworn testimony, did not know the details of the health insurance program they were voting to grant themselves.

F2.1.2 A number of Trustees, under sworn testimony, indicated that they thought they were voting for health insurance coverage for the Trustee only, and not for family members.

Recommendations

R2.1.1 The District Board immediately rescind its action of January 15, 2013, pertaining to providing health insurance benefits to Trustees. If the topic is reconsidered, a resolution is to be prepared clearly indicating details of the health insurance coverage being provided, for whom coverage is available and the total cost to the District.

3.0 Trustees' Knowledge of District Finance

As the legislative body for the District, the Trustees must have a working knowledge of the District's finances to fulfill their fiduciary responsibilities to the public they serve. The District currently has an operating budget of \$7.7 million and reserve funds in excess of \$9 million. None of the Trustees interviewed could provide the Grand Jury (with any certainty), an explanation regarding the intended use/s of the reserve funds. Only one Trustee interviewed could provide even an approximate estimate of the amount of the District's budget.

Some testified that knowledge of the District budget and finance was left to the Board's budget committee and they only looked at fiscal issues when the budget was being adopted.

The public cannot easily become informed about the District's finances because its website does not provide information on the District budget or its annual independent audit.

Findings

F3.1 A majority of the Trustees lack a working knowledge of District finances.

F3.2 The District website does not include basic financial documents for public review.

Recommendations

R3.1.1 Beginning September 30, 2013, and quarterly thereafter, the District General Manager include an item on the District Board's agenda to provide information on the District's budget, expenditures and reserves.

R3.1.2 Beginning with the Fiscal Year 2014-2015 Budget, an explanation of the District's reserve funds and their intended purpose/s be included as part of the budget document.

R3.2 Prior to October 1, 2013, the District include the adopted annual operating budget and the most current audited financial statements on its website, with access from the website's home page.

4.0 Appointment of Trustees to the District Board

The District Board is comprised of 11 members, each serving a four-year term. There are no statutory qualifications to serve on the District Board. Four District Trustees are appointed by the San Joaquin County Board of Supervisors and each of the seven incorporated cities in the County appoints one Trustee. Currently there are no limits to the number of times an individual can be appointed to the Board. In fact, some Trustees and/or a member of their family, have served on the Board for decades. One Trustee interviewed indicated there was an expectation that the position on the Board was a family right and obligation. Another Trustee indicated that appointment to the Board was a good way to stay in a public forum to support future political aspirations.

Through its investigations and interviews, the Grand Jury found no reason to question the Trustees' commitment to fulfilling the District's Mission Statement to protect the public from mosquito- and vector-carried diseases. The Grand Jury is concerned that the amount of time some members serve on the District Board limits fresh perspectives on how best to serve the public and how to be better guardians of the District's resources. Also, long terms may lead to complacency in accepting proposals from District management without fruitful discussion and independent evaluation.

Findings

F4.1 Membership on the District Board is seen as a family right and obligation passed through generations, or as a pathway for political advancement.

F4.2 Long terms on the District Board may lead to complacency in reviewing District financial conditions and a clear understanding of issues brought before the Board for consideration.

Recommendations

R4.1 No later than November 1, 2013, the County Board of Supervisors and the City Council of each city in the County petition the appropriate agencies and/or the State legislature to establish term limits of two consecutive four-year terms for District Board Trustees.

5.0 The Best Governance Structure of the District Board to Serve the Public

Mosquito abatement districts have been in existence in California since the late 1880s when it became known that mosquitos carried disease. The early districts were created when the State was more rural and had fewer incorporated cities. In San Joaquin County, the first mosquito abatement district was formed in 1945 and was comprised of the City of Lodi and the northern portion of the County. In 1955, the County and the City of Stockton created a mosquito abatement district encompassing the southern part of the County. In 1980, the two districts consolidated to form the current District. In every case, the district was an independent special district.

In light of its investigation and those of prior Grand Juries, the 2012-2013 Grand Jury questioned whether the currently constituted District is the most effective means of providing vector control services to the citizens of the County. The Grand Jury reiterates that it has the respect for the employees of the District in keeping the County safe from mosquito and vector-carried diseases. It does have concerns about whether having a separate district with a separate board as the legislative body is the most effective structure for the present and future needs of the County.

Findings

F5.1 Issues regarding non-transparent functioning and actions of the District Trustees bring into question the need for the District Board as presently appointed by the Cities and the County Board of Supervisors.

Conclusion

When enacting the Ralph M. Brown Act, the State Legislature clearly articulated its intent by stating *"In enacting this chapter, the Legislature finds and declares that the public commissions, boards, and councils and the other public agencies in this State exist to aid in the conduct of the people's business."* It further stated *"The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."*

It is through this Grand Jury's review of the San Joaquin County Mosquito and Vector Control District Board of Trustees' actions, that it determined the current Board of Trustees and their senior management lack the proper awareness of this legislative intent and the associated legal requirements. The lack of awareness by the District Board indicates they have not properly implemented the intent of the legislature by ensuring all of their business activities are open to public review and debate. The Grand Jury believes that through adoption and implementation of the recommendations contained within this report that the public's right to be informed of the activities of their public servants will be better fulfilled. Further, a new look at the Board's composition or even a new organizational structure may better serve the San Joaquin County community.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Sections 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of San Joaquin County Superior Court within 90 days.

The San Joaquin County Mosquito and Vector Control Board of Trustees is to respond to the following findings and recommendations:

Findings: F1.1, F1.2, F1.3, F1.4, F2.1.1, F2.1.2, F3.1, F3.2 and F5.1.

Recommendations: R1.1.1, R1.1.2, R1.2, R1.3.1, R1.4, R2.1.1, R3.1.1, R3.1.2, and R3.2.

The San Joaquin County Board of Supervisors is to respond to the following findings and recommendations:

Findings: F4.1, F4.2, and F5.1

Recommendations: R4.1

The Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracey are to respond to the following findings and recommendations:

Findings: F4.1, F4.2, and F5.1

Recommendations: R4.1

Mail or hand-deliver a hard copy of the response to:

Honorable David P. Warner, Presiding Judge
San Joaquin County Superior Court
P. O. Box 201022
Stockton, CA 95201

Also, please email the response to Trisa Martinez, Staff Secretary to the Grand Jury at

grandjury@sjcourts.org.

City of Lodi's Response

Finding No. F4.1

In reviewing the City of Lodi's own process for appointment of a citizen member to serve on the San Joaquin County Mosquito and Vector Control Board, the City disagrees with the finding that the City's appointment to the District Board is viewed as a "... family right, obligation through generations, or as a pathway for political advancement." Upon the expiration of a term, the City Clerk's office obtains authorization from the City Council at a public meeting to post for the vacancy of the position in the local newspaper and on the City's website for a 30-day period. During that time, any registered voter in the City of Lodi can apply for the position. At the close of the application period, the Mayor recommends appointment to the entire City Council who must ratify said appointment by majority vote at a public meeting. For the District Board position, the City traditionally has only received one application during the entire application period. As a result, its current appointee has been serving as Lodi's representative since 1998. There are no other applications on file.

The City of Lodi does not have an opinion on appointments made by other cities in the County or the County itself.

Finding No. F4.2

The City of Lodi does not have an opinion, either objective or subjective, on this finding. The length of service/term limits for members of the District Board is a matter which falls under the purview and jurisdiction of San Joaquin County and/or the San Joaquin County Mosquito and Vector Control Board.

Finding No. F5.1

The City of Lodi does not have an opinion, either objective or subjective, on this finding. The existence, organization and operations of the District Board are matters which fall under the purview and jurisdiction San Joaquin County and/or the San Joaquin County Mosquito and Vector Control Board.

Recommendation No. R4.1

By way of this correspondence, a copy of which was sent to the San Joaquin County Board of Supervisors and the San Joaquin County Mosquito and Vector Control Board of Trustees, the City of Lodi petitions the governing boards of those specific agencies, to consider the establishment of term limits for trustees if they so deem appropriate. Future decisions of those agencies pertaining to the length of service/term limits for the District Board will be adhered to by the City of Lodi in its appointment process.

Sincerely,

Alan Nakanishi
Mayor

C: San Joaquin County Board of Supervisors
San Joaquin County Mosquito and Vector Control Board



The Superior Court of California
County of San Joaquin

May 23, 2013

RECEIVED

MAY 28 2013

CITY CLERK

MEMORANDUM

To: All Public Agencies

From: Hon. George J. Abdallah, Jr., Judge of the Superior Court
Advisor to the San Joaquin County Grand Jury

A handwritten signature in black ink, appearing to be "GJ", written over the name of the sender.

Re: Amendment to 2012-2013 San Joaquin County Grand Jury Report

Attached please find an amended copy of the San Joaquin County Grand Jury Report #0912, that was filed with Superior Court on May 22, 2013. Please note the amendments are found on Tables 3 and 4.

attach

San Joaquin County Grand Jury



Crime - Budget Cuts + AB 109 ≠ Safe Communities 2012-2013 Case No. 0912 – AMENDED REPORT 5/23/13

Summary

Crime is a serious issue in our local communities. Declining budgets have taken their toll on staffing throughout the law and justice system in San Joaquin County. The 2010-2011 Grand Jury issued a report titled *Budgetary Impact on Administration of Justice in San Joaquin County*, which provided an overview of crime in the County at that time and how budget reductions and staffing shortages negatively impacted public safety. Today, local newspapers continually report violent crimes. People are becoming more and more concerned about their safety. Even though the law and justice system is doing all it possibly can to protect public safety, countless issues are working against their efforts because of staff shortages and diminished resources.

The 2012-2013 San Joaquin Grand Jury (Grand Jury) studied the County's law and justice system in an effort to develop ideas to help reduce crime throughout the County. While the Grand Jury does not have the authority to change the system, it does have the responsibility to investigate, to determine findings, and to develop recommendations that could have a positive impact on the present situation. This report addresses three areas within the law and justice system: law and justice staffing, county jail capacity and law enforcement leadership.

Staffing has been reduced in all areas of the law and justice system. These reductions have negatively affected the level of all services provided. The Grand Jury is recommending the County and Cities adopt policies to increase law enforcement staffing.

The County Jail is overcrowded. In order to stay within a court-mandated capacity, inmates are regularly released before serving their full sentences. The Grand Jury recommends the County Board of Supervisors approve funding for much needed jail bed capacity, and that the approval include sufficient staffing to supervise the additional capacity.

San Joaquin County has talented people in leadership positions within the various law enforcement entities. However, the limited coordination between the different agencies must be increased. The Grand Jury is recommending that a committee be established to study methods and options to increase efficiencies in county-wide law enforcement.

Glossary

AB 109	California Assembly Bill 109 passed in 2011 provided relief for overcrowding in State prisons; also known as realignment.
AB 109 Inmate	A person serving a sentence in the county jail that would have been in a State prison prior to AB 109.
CBO	Community Based Organization.
CCP	Community Corrections Partnership; the County group tasked with receiving and distributing AB 109 funds.
CDCR	California Department of Corrections and Rehabilitation.
CHP	California Highway Patrol.
Court Cap	The County Jail capacity that was set by the San Joaquin County Superior Court.
DA	San Joaquin County District Attorney.
Defendant	Someone who has been arrested but not tried for a crime; might be held in jail.
FBI	Federal Bureau of Investigation.
GPS Monitor	A device usually worn on the ankle that uses signals from satellites to determine location.
Honor Farm	A component of the San Joaquin County Jail that houses low risk inmates.
ICE	Immigration and Customs Enforcement; a federal agency.
Inmate	Anyone who is detained in a jail or prison; jail inmates include defendants and offenders.

Stockton's Marshall Plan	A plan to address the city's crime issues; with <i>Operation Ceasefire</i> as a major component.
Metropolitan Police	Merger of local police/sheriff's departments into one law enforcement agency which serves a metropolitan area/county.
Non/non/non	A non-serious, non-violent, non-sex crime as identified by AB 109.
Offender	Someone who has been convicted of a crime; often serves time in jail.
Operation Ceasefire	Stockton's partnership-based violence reduction strategy that employs respectful, direct communication with youth and young adults at highest risk of violence; primary goal is to reduce shootings.
Parole	Post-release supervision after serving time in a State prison.
Probation	Supervision of offender not in county jail.

Background

Local news has featured stories about law and justice issues throughout the County. Headlines used have included "S.J. Jail full", "Prosecutors: Man raped, killed grandmother, Suspect freed early from crowded jail days before slaying", "County OKs \$15.2M for realignment", "S.J. expected 82 parole violators, instead got 1,752", and "Bullets fly during lunch-hour shootout".

The 2010-2011 San Joaquin County Grand Jury wrote an informational report titled "*Budgetary Impact on Administration of Justice in San Joaquin County.*" This report provided statistics regarding crime in the County. It also analyzed the impact of reduced budgets on our law and justice system which includes police departments, the Sheriff's Department, courts, the County Jail, Probation, the District Attorney and the Public Defender. That report included no recommendations but it painted a bleak picture regarding the rise in crime.

The Grand Jury toured the Deuel Vocational Institution and the San Joaquin County Jail in September and October of 2012. Members of the Grand Jury also participated in numerous ride-alongs with different law enforcement agencies. During these interactions with law enforcement professionals, AB 109 was frequently mentioned and examples were provided regarding the law's impact to County public safety organizations. As this complex information was being discussed, it became apparent that additional information was required to understand the far-reaching issues associated with AB 109. As a result of the press reports, discussions and tours, this investigation was initiated.

During the investigation, the Grand Jury observed many examples of the community's concern about public safety. On September 27, 2012, Sacramento's Channel 10 News hosted "Stockton, A City in Crisis" at the University of the Pacific (UOP) and drew a standing-room-only crowd.

On November 14, 2012, hundreds of citizens attended a meeting to learn about *Project Ceasefire*, a program instituted by the Stockton Police Department targeting violence. On November 15, 2012, hundreds attended another meeting at UOP to hear a panel of County law and justice leaders discuss the issues they are facing and what citizens could do to help. On February 8, 2013, hundreds attended a meeting to hear about the proposed *Stockton's Marshall Plan*. The large participation, the range of questions asked and the frustration exhibited by those attending these meetings supported the Grand Jury's conviction that it was investigating a topic of wide-spread interest and grave concern to our communities.

Two goals were established for this investigation. First, the Grand Jury wanted to help the County's law and justice agencies during this crisis of crime. At the same time, the Grand Jury wanted to give the public hope that crime could be reduced. The Grand Jury realized that new and creative solutions were needed: Doing more with less was not enough. Comments repeated during interviews such as "We can't do that..." and "...that is the way we have always done it" were not acceptable. Joint meetings between law enforcement agencies, county-wide task force efforts and some multiagency operations lasting a day or two were typical approaches observed. The Grand Jury used its unique county-wide perspective along with extensive research to determine creative findings and recommendations.

The Grand Jury also determined that this investigation could not include all aspects of the law and justice system. The Grand Jury made a conscious decision to not study many of the programs in the County that dissuade individuals from the life of crime. Three of these areas are: Support provided to our communities by Community Based Organizations (CBOs) to deter people from committing crimes; Programs in jails and prisons for inmates to obtain the education, training, and resources to help them on their reentry into society; and Support provided by CBOs to offenders after their release so they will not reoffend.

San Joaquin County is comprised of seven incorporated cities, one community services district and one large unincorporated area. The San Joaquin County Sheriff's Department (Sheriff's Department) is responsible for the County Jail and court services (bailiffs/prisoner security) at the Superior Courthouses in Stockton, Manteca and Lodi. In addition, the Sheriff's Department is responsible for law enforcement in all of the unincorporated areas and for the Mountain House Community Services District. The City of Lathrop's Police Services consists of a contracted force provided by the Sheriff's Department. Each of the other cities has its own police chief and police department. The Sheriff is an elected position and all police chiefs are appointed.

The County also supports certain aspects of other law enforcement within the justice system: For example, the Probation Department provides supervision of offenders in lieu of incarceration or after their release. This department is also responsible for the operation of the juvenile hall. The Superior Court, and staff necessary for its operation, is under the auspices of the State. To support the courts, the County's District Attorney's office prosecutes cases and the Public Defender's office provides for the defense of the accused. The District Attorney is elected and all other leaders are appointed.

When studying the law and justice system, it becomes obvious that all components are interconnected. Police departments, the Sheriff's Department, courts, the County Jail, Probation, the District Attorney and the Public Defender are all intertwined. A problem in any one component affects all other components.

AB 109

Early in this investigation, the Grand Jury learned about AB 109/Realignment and its impact on public safety. This bill was the State's response to the 2009 ruling by a federal three-judge court which found that crowding in California's prisons was a primary cause of inadequate health care for prisoners. The federal court ordered California to reduce its prison population. The U.S. Supreme Court upheld that order in May 2011.

The provision of AB 109 that most affected the County was that offenders of non-violent, non-serious, non-sex felonies (referred to as *non, non, non-offenses*) would serve their sentences in county jails rather than state prisons. The implementation of AB 109 has caused major operational and budgetary problems for county jails throughout the state, including San Joaquin County Jail. An offender of a *non, non, non-offense* serves his/her sentence in a county jail regardless of whether he/she has been convicted before of any serious felonies; Prior to AB 109, the maximum sentence served in a county jail was one year; AB 109 offenders can be sentenced to as many as nine years at the county jail.

California county jails were not designed for multi-year incarceration of inmates convicted of serious crimes. In addition, rehabilitation programs for county jail inmates were not intended for multi-year sentences.

AB 109 has been very effective in easing the overcrowding in the State prisons, but all too often at the expense of the counties, in terms of financial and public safety costs. Hundreds of AB 109 inmates that would otherwise be in State prisons are now detained in county jails. According to *"Realigning the Revolving Door? An Analysis of California Counties' AB 109 Implementation Plans"* published by the Stanford Criminal Justice Center "AB 109 transferred an unprecedented amount of responsibility to counties."

Another provision of AB 109 has yet to be implemented but will further impact our County. Currently, the California Division of Adult Parole Operations system is responsible for all state prison parolees. Commencing July 1, 2013, most post-release supervision of offenders from the State prison system will be conducted by the County Probation Department. The State will then only supervise parolees who were convicted of a serious or violent offense; were convicted of a third strike offense; are classified as a Mentally Disordered Offender; or are high-risk sex offenders.

Major implications of AB 109 were cited in a study by The Chief Justice Earl Warren Institute on Law and Social Policy at the University of California, Berkeley's School of Law. Their article titled *"Thinking Critically About Realignment in California"* stated in part:

"Transferring individuals from overcrowded state prisons to overcrowded county jails will likely lead to more [inmate] lawsuits." "County jails were not built for long term sentences, but with realignment a greater number of individuals will be staying in county jail for much longer than a year." Studies such as this have validated local concerns about the impact of AB 109.

In February 2013, a woman was murdered in San Joaquin County and an AB 109 offender was charged with the crime. The AB 109 offender had reportedly been in and out of jail on parole violations five times or more in the last year. Over the last eight months, there were at least seven instances where he tried to tamper with his GPS monitor or tried to hide from authorities. On February 20, 2013, he pled guilty to charges of failing to register as a sex offender and was sentenced to serve 30 days in jail. The next day, he was released from jail because the population exceeded the court cap. Six days after his release, his grandmother was raped and murdered. He was apprehended, charged with the murder of his grandmother and sent back to jail.

California's 2009 Senate Bill (SB) 678 created a Community Corrections Partnership (CCP) in each county. The passage of AB 109 expanded the role of the CCPs and established an executive committee for each CCP. This executive committee is comprised of:

The Chief Probation Officer (who chairs the executive committee)

A Chief of police

The Sheriff

The District Attorney

The Public Defender

A presiding judge of the superior court (or his/her designee)

A representative from either the County Department of Social Services, Mental Health or Alcohol and Substance Abuse Programs

Under AB 109, the CCP was tasked with drafting a realignment plan for the County. The 2011-2012 plan received the necessary support of at least four of the five County Supervisors for approval as did the 2012-2013 plan. These plans include the distribution of the State's AB 109 funding that is received by the County.

Staffing

The Sheriff's Department is now dealing with a new type of jail inmate due to AB 109 realignment. At the same time, staff has been reduced at the jail and for patrol. Police departments throughout the County have also been reduced. The Probation Department is facing an expanded role in law enforcement yet this department has also suffered reductions to staff.

The District Attorney's office has lost 25% of its annual budget since 2008. The number of attorneys in this department has been reduced by 30%. The Public Defender's office has suffered similar reductions. Crimes are not being prosecuted/defended to the same extent as before these reductions were made.

The Superior Court's staff has been reduced by about 25%. Tracy's Superior Court was closed in 2011. The Lodi branch of the Superior Court had two courtrooms. The first courtroom closed in 2011 and the second was closed in March 2013. These court closures have caused backlogs in the remaining courtrooms. The Stockton Superior Court Building is outdated, in poor shape, and needs to be replaced. While the State has approved construction of a new courthouse in Stockton, funding has not yet been released.

The Stockton Police Department has suffered as much or more than any other law and justice agency in the County. The City filed for bankruptcy in June 2012. Its police force has been reduced by about 25%. Many officers are leaving Stockton to work in other communities where salaries and benefits are better and there is less risk of being laid off. The police force has been reduced to the extent that officers do not respond to service calls unless the crime is serious or is in progress.

Crime in Stockton

Along with the staffing issues cited above, violent crime in Stockton has increased. The year 2012 saw a record number of murders: 71. The risk of gold chain thefts was a major issue in the summer and fall of 2012. Comparing 2012 to the prior year, auto theft increased 49.3% and burglary was up by 6.8%.

Crime has risen in Stockton to the point that the city can be viewed as the *broken window*. The Broken Windows Theory was first introduced in 1982 by social scientists James Q. Wilson and George L. Kelling. The theory is that once you have a broken window in a building, the next thing you find is more broken windows. Broken windows are followed by more and more decline until the whole building is dilapidated. The theory also says that this decline could have been prevented by addressing the cause of the very first broken window. This syndrome is happening now in San Joaquin County with respect to crime. The *broken window* in our County is the City of Stockton. The violent crime Stockton is facing is also impacting other areas of the County and must be confronted.

The Stockton Police Department and the City of Stockton are taking actions to reduce crime. The City has been developing their Marshall Plan to address how the City will battle crime. One component of this plan is the reinstatement of Operation Ceasefire, a program that targets those individuals who commit the worst violence. This program was used by Stockton for five years beginning in 1998 and is again becoming operational as this report is being published. The Police Department has developed a Homicide Reduction Plan. They utilize social media (*Facebook*) to inform citizens of crime in the community and as a means to provide crime tips that help the department in its crime fighting efforts. The department has also established a non-profit foundation to obtain additional funds to support its' crime fighting efforts.

The Stockton Police Department has also been creative with its Chaplain program. This department has the largest Chaplain program in the nation with over 30 volunteer chaplains. The program has been so successful that the Chaplains are being used in the schools to replace the discontinued School Resource Officer program.

Issues

The Grand Jury has found that there are many challenging issues within the County law and justice system. Most of these issues are directly related to two factors: a multi-year reduction to budgets; and the implementation of AB 109. Given the combined impact of these two adverse realities, this report will focus on the following three issues:

- Law and Justice Staffing
- Overcrowding at the County Jail
- Law Enforcement Leadership

Method of Investigation

The Grand Jury studied various aspects of the law enforcement and justice systems in the County. Interviews and site visits were conducted with representatives of police departments, the Sheriff's Department, Probation, the District Attorney's office and the San Joaquin County Superior Court. There were personal meetings with one or more representatives of every city's police department within the County as well as numerous meetings with officials from the Sheriff's Department. In addition, members of the Grand Jury participated in ride-alongs with each police department and the Sheriff's Department. The Grand Jury toured every detention facility in the County. Interviews were also conducted with management and staff of the Probation Department and the District Attorney's office. Proceedings of the Superior Court were observed and discussions were held with court staff.

The Grand Jury also attended over a dozen meetings during this investigation. A number of community meetings were attended where law enforcement and crime was the main topic. Members attended and/or watched recordings of city council meetings and meetings of the County Board of Supervisors. Numerous meetings of the Community Corrections Partnership were also attended by the Grand Jury.

The Grand Jury also researched crime in San Joaquin County and the law and justice system in general.

A complete listings of documents reviewed, web sites visited, site visits/interviews and meetings attended are included in the attached Appendices.

Discussion, Findings, and Recommendations

1.0 Law and Justice Staffing

Almost all categories of crime are high throughout the County; in some areas, crime is rising. The downturn of the economy decreased the funding for the law and justice system. The subsequent implementation of AB 109 made these problems even worse.

Law enforcement agencies have experienced significant staffing reductions over the last five years. The Manteca Police Department lost 12 officers in 2009, 15% of its total sworn staff. The Tracy Police Department reduced the number of its officers from a high of 95 to its current number of 85, a reduction of more than 10%. Between 2007 and 2011, the Stockton Police Department lost about 100 officers, or 25% of its total sworn staff.

The level of law enforcement staffing is often expressed as the number of officers per thousand residents. The Stockton Police Department currently has approximately 1.1 officers per thousand residents. A 2010 FBI study showed that, on average, there were 2.7 officers for every 1,000 people in U.S. cities of more than 250,000. The 2006 report *Preventing Violent Street Crime in Stockton, California*, by Anthony A. Braga, a Harvard professor of criminal justice, recommended that the Stockton Police Department should have 550 officers requiring the addition of more than 200 officers. It is understandable why almost everyone interviewed supported the need for *more boots on the ground*, the phrase commonly used for adding more officers.

Officer reductions have had a direct impact on services provided. Many locales eliminated programs such as community policing, school resource officers and/or some special/tactical enforcement units.

The Stockton Police Department has experienced its own unique problems. In addition to staffing reductions, the city filed for bankruptcy in June 2012. Salaries and benefits were reduced for all city employees. One of the consequences of these actions was a larger than normal number of officers resigning or retiring. Even though the department is recruiting aggressively, the number of police officers remains approximately 325. If the Stockton Police Department could reach 344 sworn officers, a federal grant would pay for 17 additional officers. Staffing was reduced so much and crime has increased so rapidly that the City requested help from the State. This resulted in the California Highway Patrol (CHP) dedicating 10 officers to assist Stockton policing efforts for at least four months in 2012 and into 2013.

In 2012, Stockton hired 75 officers. However, during the same year, 72 officers resigned or retired resulting in a net increase of only three officers. The overall effect was a major decrease in the average level of experience within the department.

The justice system has experienced its own staff reductions. In the last five years, the District Attorney's department has reduced its personnel by more than 30% resulting in a reduction of attorneys, investigators and clerical staff. The Public Defender's office has experienced similar reductions.

When staffing is reduced, it is common for an agency to consider increasing their efficiency so that fewer people can maintain the same level of service. In many cases, implementation of new technologies can help increase efficiency. These technologies often come with a high initial price but low on-going costs.

Examples of local law enforcement agencies using new and efficient technologies include:

- Escalon and Manteca have installed video cameras in patrol cars. Ripon has installed surveillance cameras at more than 75 locations and provides 24/7 monitoring by their dispatch staff.
- Ripon has installed a license plate reader camera so that the license plate number of every car that drives by the camera location is compared to a data base of license plates. When a stolen vehicle or other wanted vehicle is identified, police are notified and respond.
- Stockton uses texting and social media to communicate with their community and to receive crime tips.
- Stockton is field testing biometric devices that capture unique features (e.g., fingerprints, palm prints, facial images). This allows a technician in the field to gather information, electronically transmit it and within minutes receive data on the individual while still in the field.

Other technologies available for law enforcement that could benefit agencies in the County:

- Predictive analytics software takes information from all crimes committed, analyzes the data and then is able to predict where future crimes may be committed.
- The ShotSpotter™ system is able to identify the location of gunfire and then alert the nearest agency to that location in order to provide a quick response.
- Smart phones with special apps are now available for officers' use in the field and for better communication between the department and the public.

With reduced staffing, law enforcement agencies need help from the public. One of the requests frequently heard by the Grand Jury in meetings and during interviews was to have the public report all crimes. It is believed by law enforcement officials that many property crimes are not being reported. Having complete crime data is critical for current analytical software to effectively target crime.

Findings

F 1.1 The staffing of all law and justice agencies in the County has been reduced increasing the threat to the safety of the citizens and their property.

F 1.2 The Stockton Police Department has maintained an aggressive recruitment program but has not been able to increase its staffing due to the number of officers leaving the department.

F 1.3 Some lower-level crimes are not being prosecuted due to staffing reductions within the District Attorney and Public Defender offices allowing criminals to remain on the streets without consequences for their actions.

F 1.4 Continued and increased use of current technologies would make law enforcement agencies more efficient and offset some of the decreased staffing.

F 1.5 When the public does not report a crime, law enforcement does not have complete statistics that are necessary for predictive policing.

Recommendations

R 1.1.1 The Board of Supervisors, before September 1, 2013, adopt a policy that states it is a priority of the County to increase staffing for law enforcement, including patrol and probation.

R 1.1.2 Each City Council, before September 1, 2013, adopt a policy that states it is a priority of the City to increase law enforcement staffing.

R 1.2 The Stockton City Council, before December 31, 2013, identify provisions that promote the retention of law enforcement staff and approve a plan for the implementation of the retention provisions identified.

R 1.3 The County Board of Supervisors, before December 31, 2013, approve a 2013-14 budget or budget amendment that increases staffing for the Office of the District Attorney and the Public Defender Office to adequately prosecute/defend all individuals arrested for violent crime.

R 1.4 The Sheriff's Department and each city's police department review their current use of crime prevention technologies and develop a plan to implement new technologies that could help increase the efficiency of their agencies.

R 1.5 The Public Information Officer for San Joaquin County, by September 1, 2013, coordinate efforts with local law enforcement agencies to have local print, radio, TV and cable media outlets use Public Service Announcements (PSAs) to inform the public to report all crimes.

2.0 County Jail Capacity

Law enforcement staff often state the ongoing requirement for keeping *one empty bed* available at the jail (so that the next person arrested can be detained). The Grand Jury found the inmate population at the San Joaquin County Jail often exceeds its capacity. Without this *one empty bed*, those arrested are not always being detained; in fact, some detainees are released early. The habitual lack of bed space prevents officers from incarcerating individuals who have warrants for failure to appear in court. This limited bed space problem has created an arrest-incarceration system that borders on *catch-and-release*.

It has also changed the rules for the criminal element; they realize that they usually will not serve full sentences. And they could realistically be released early.

Prisons and jails in California have struggled with overcrowding. As a result of a law suit regarding jail overcrowding, the federal court ruled that jail and prison populations must be reduced. Locally, a Superior Court Consent Decree established what is known as the court cap at the County Jail.

The San Joaquin County Jail (jail) has 1,411 beds between the housing units of the jail and the honor farm. Due to budget reductions in 2010, staffing was reduced by 33 correctional officers. At this time, the jail is staffed to supervise 1,252 inmates. When the inmate population exceeds 1,252 inmates, additional correctional officers must be brought in and paid overtime to staff the jail and supervise inmates assigned to these additional beds.

The jail has been overcrowded for many years. In response to this issue, the Sheriff's Department submitted a proposal in March 2008 requesting funds for the construction of a 1,280 bed expansion of the current jail. In 2008, the State of California awarded San Joaquin County \$80 million in construction funds for the expansion. The County also authorized \$25 million of its own money and \$10.5 million of in-kind matching contributions for a total project budget of \$115.5 million. A design team was created in January 2009 to plan and coordinate the construction of the expansion. To date, approximately \$9 million has been spent for architectural and engineering design work but construction plans have not been produced and construction approvals have not been received.

Even though the County has funds for the construction of the jail expansion, there is no provision for the additional funds necessary to staff the expansion. In April 2012, the County's Chief Administrative Officer (CAO) estimated the annual staffing cost for the completed 1,280 bed expansion to be about \$55 million for the Sheriff's Department plus an additional \$14 million for health care, plant engineering and probation. These amounts do not include a factor for inflation and there is no new revenue to cover these expenses. Quoting from the CAO's report "Should any phase of the expansion occur without new revenue, several departments would have to be totally eliminated and, in effect, render County services unmanageable."

The Grand Jury reviewed an internal study provided by the Sheriff's Department that focused on options for staffing the jail expansion. However, all options studied only shifted inmates and staff from current jail buildings into the proposed expansion with no net increase of beds being used. The Sheriff's Department has not made a presentation on jail expansion to the Board of Supervisors since February 14, 2012. Also, the Board of Supervisors has not publicly addressed the jail expansion since the CAO's cost analysis study was presented on April 24, 2012.

At this time, ground has not been broken for the jail expansion even though funding was reserved five years ago. The Grand Jury was told the jail expansion project will not move forward until the County Board of Supervisors approves a staffing plan for the expansion. Even after receiving Board approval, it will be at least two to three years before construction would be finished and the jail beds could be used.

The Grand Jury reviewed the presentation "Jail Expansion & Infrastructure Construction Project" given by the County Sheriff on February 14, 2012, to the County Board of Supervisors. The Sheriff's Department reported on AB 109's impact on the jail in the early stages of its implementation. There were 549 AB 109 inmates detained at the County Jail from October 2011 through January 2012. As of January 31, 2012, 286 AB 109 inmates were in custody and 263 had been released. Of those released, 128 (48.7%) returned to custody for committing a new crime or parole/probation violation. In other words, almost half of those released had been detained, released, and then returned to jail, all within four months. The reasons for the return to custody, as of January 31, 2012, are shown in Table 1.

REASON	NUMBER	% OF TOTAL REARRESTED	% OF TOTAL RELEASED
Parole Violation	65	50.8	24.7
Probation Violation	36	28.1	13.9
Property Crimes	7	5.5	2.7
Narcotics	4	3.1	1.5
Weapons	3	2.3	1.1
Violence	2	1.6	.08
Other	11	8.6	4.2
TOTAL	128	100.0	48.7

Table 1

When the inmate population exceeds the court cap, inmates must be released early. A Superior Court judge is assigned to monitor jail inmate capacity data and to determine which inmates should be released. The release of defendants is based on the charges they currently face. When considering which offenders should be released, the decision is based on the length of their sentence and what portion has been served. In 2012, over 2,000 offenders were released before the end of their sentences and many defendants (those individuals not yet sentenced but awaiting a court date) were released from the jail while still awaiting a trial.

The Grand Jury heard from officials that an expansion of 1,280 beds is not the only option. Table 2 lists the options known to the Grand Jury for additional bed space and for alternatives to incarceration. It is recognized that many of the alternatives to incarceration do not directly decrease the need for jail space. The final solution to reach the goal of always having *one empty bed* could be a combination of some or all of these options.

OPTIONS		DESCRIPTION	ISSUES
INCARCERATION	Jail expansion	1,280 bed expansion adjacent to current jail; could be downsized by not building all 10 housing units	Funding for staff has not been approved; 1,280 beds may be more than necessary if alternatives to incarceration are used
	Community Corrections Center	Inmates are held in a non-secure facility; provides skills and resources to help reentry into society	Study of this option has just begun; would require funding to build/modify a facility as well as for staffing
	Honor Farm Conversion	Portions of the Honor Farm are not being used; requires extensive modifications to increase security	Honor Farm facility was designed for minimum security housing; conversion would require significant funding
	Send inmates to other jails that have capacity	Other counties/states have jails with excess capacity; inmates can be sent to these jails and the county would pay for the custody	Cost of other facilities may be greater than the County's cost; may be difficult to meet restrictive conditions and follow extensive procedures
ALTERNATIVES to INCARCERATION	Pretrial assessment	Use validated tool based on criminal history, prior failures to appear, alcohol use, and other criteria to determine whether to release or incarcerate	County is just starting to explore this option; funding is needed for staffing and operations
	Home Detention	Monitor is worn on leg; allows defendant/offender to live at home	GPS device can be removed or rendered ineffective by defendant/offender
	Day Reporting Center	Offender lives at home and periodically checks in with probation staff; may include substance abuse testing	Must have staff to seek out those who fail to report

Table 2

Findings

F2.1 The savings from eliminating 33 correctional officer positions have been partially negated by overtime paid to officers when there are more than 1,252 inmates and therefore does not provide the intended savings.

F2.2 County jail inmates who are being released due to jail overcrowding are then able to commit crimes when they otherwise would have been incarcerated, which is increasing the crime problem in the County.

Recommendations

R2.1 The County Board of Supervisors, before November 1, 2013, approve an increase to the staffing level of correctional officers to fully staff the County Jail including the Honor Farm.

R2.2 The San Joaquin County Board of Supervisors, by December 31, 2013, approve an increase of jail beds (whether at the county jail, a new Community Corrections Center or other options) as well as the necessary associated staffing.

3.0 Law Enforcement Leadership

After extensive study and interviews, the Grand Jury discovered law enforcement agencies within the County typically work independently. Examples of interagency task forces for specific issues and some cooperative efforts were found but these were the exceptions. It is the norm that law enforcement agencies focus their efforts within their jurisdiction.

The law enforcement leaders of the County attend periodic meetings where common issues are discussed. The CCP meetings provide a chance for those interested in law and justice to share and discuss a wide range of topics. There is also a monthly meeting hosted by the Sheriff where city police chiefs from throughout the county are invited to attend. This meeting allows the law enforcement leaders to interact within a group that is much smaller and more focused than the CCP.

The Grand Jury observed examples of law enforcement agencies working together. Multiagency events which focus on a particular crime issue are conducted periodically. Representatives of the Grand Jury observed Operation Safe Holidays that focused on parole/probation searches and saturation/surveillance operations. This two-day event in December 2012, was coordinated by the Sheriff's Department and included representatives from city police departments, probation, CDCR, ICE, CHP and other agencies.

There are also a number of multiagency task forces in San Joaquin County. These groups are ongoing and target a specific law enforcement issue. The County and each City decide whether they assign one or more officers to each task force.

The Grand Jury contacted each agency to determine which multiagency task forces they supported with staff. Table 3 shows the results of this survey. The CCP Task Force is a new effort to deal with AB 109 offenders.

AGENCY	MULTIAGENCY TASK FORCE			
	Gangs	Narcotics	Auto Theft	CCP Task Force
Escalon	None*			
Lathrop	Services provided by Sheriff's Department			
Lodi	√		√	√
Manteca	√		√	√
Ripon	None*			
Sheriff	√	√	√	
Stockton	√	√	√	√
Tracy				√

Table 3 * Escalon and Ripon police forces are so small that it is difficult to commit staff.

The Grand Jury also surveyed law enforcement agencies to identify the special unit categories within each agency. Table 4 shows the results of this survey.

AGENCY	SPECIAL UNITS							
	Crisis Negotiations	Explosive Ordnance Disposal	Gangs	Mobile Command Post	Narcotics	Riot	Special Enforcement Group *	SWAT
Escalon	None							
Lathrop	Services provided by Sheriff's Department							
Lodi	√	√	√	√	√	√	√	√
Manteca	√	√	√		√		√	√
Ripon			√	√	√			√
Sheriff	√	√		√		√	√	√
Stockton	√	√	√	√		√	√	√
Tracy	√			√	√		√	√

Table 4

* Patrol groups who focus on high crime areas.

After studying Table 3 and Table 4, the Grand Jury found areas of duplication of services. The most noticeable examples are:

Four cities have their own gang unit and there is a multiagency task force with representatives from the same four cities.

Four cities have their own narcotics unit and there is a multiagency task force with representatives from only Stockton and the Sheriff's Department.

Six agencies have their own SWAT teams, units that are used infrequently; each agency must provide extensive training for its SWAT team which takes the officers away from their other duties and often require overtime pay.

Four cities and the Sheriff's Department each have special enforcement groups; while there may be some communication between the groups, they largely function independently even though they are addressing common problems.

Similar issues can be found with the explosives units, mobile command posts and riot units. The duplication of services and the specialized training of officers for these services create higher costs to serve the residents and businesses of the County.

In addition to the special units, there are similar concerns for other common functions of each law enforcement agency. Each law enforcement agency has its own property room. Each agency (except for Escalon) has its own dispatch center. Each agency has its own investigation technicians (or staff trained to conduct crime scene investigations). Most agencies have their own detective group. It could be more efficient if some or all of these functions were coordinated throughout the County.

The number, differences and variety of equipment used can also cause inefficiencies. This is most noticeable in computer systems. Different agencies use different software programs. These computer programs do not easily share information. Each agency operates its own computer network creating additional inefficiencies. Therefore, when a police officer enters data into his/her agency's program, the same data may need to be re-entered into the County's system when the defendant is booked into the jail.

The artificial boundaries separating the cities from the County also create inefficiencies. The Sheriff's Department serves the unincorporated areas of the County. Within their service area, the seven cities in the County have their own police departments. As the Sheriff Deputies patrol their area, they sometimes travel through a city jurisdiction to reach unincorporated areas. The Sheriff's Department serves pockets of unincorporated areas within the Stockton city limits. Therefore, Stockton officers often drive through unincorporated areas during their regular patrols and the Sheriff Deputies drive through Stockton to reach the unincorporated pockets. Service would be more efficient if these pockets were eliminated.

These jurisdictional boundaries mean nothing to those who commit crimes. A prime example of this is the fact that three of the four murders in Tracy in 2012 were committed by gang members from Stockton. Since crime is a county-wide issue, county-wide efforts are needed. At this time, there is no mechanism to coordinate county-wide law enforcement to best meet the specific needs of a community.

Examples of multiagency cooperation and integration exist in the region and throughout the nation. A small scale example of cooperation is Ripon hosting dispatch services for Escalon. On a larger scale, the Sheriff's Department has contracts to provide law enforcement for the City of Lathrop and the Mountain House Community Services District. *The Manteca Bulletin* reported on February 4, 2013, that Manteca and Lathrop are in discussions to form a single, joint law enforcement agency.

Large scale examples of cooperative efforts can be found in northern California. The Stanislaus County Sheriff's Department has contracts to provide policing in five of its nine cities, reducing by half the number of law enforcement agencies in the county. In San Mateo County, the Sheriff's Department provides law enforcement for the Cities of San Carlos and Millbrae. It has been reported that this joint effort is saving the cities millions of dollars each year.

A sheriff's office can merge with all the city police departments within the county to form what is known as a *metro police agency*. The city of Las Vegas and Clark County, Nevada, union is a well-known example. In 1973, the Las Vegas Metropolitan Police Department was formed by merging the Las Vegas Police Department with the Clark County Sheriff's Department. A 1999 audit by an outside firm commended the department for having fewer managers and supervisors than are typically found in large police agencies.

Findings

F3.1 The duplication of special units, specialized training and police functions (e.g., property room, dispatch, investigation technicians) cause inefficient use of limited resources.

F3.2 There are examples of cooperation between different agencies in the County but each agency still operates autonomously most of the time.

Recommendations

R3 The Board of Supervisors and the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton and Tracy, before September 1, 2013, each appoint two representatives, one to represent law enforcement and one to represent the governing body or management, to form an *ad hoc* committee. The committee's purpose is to conduct a study on how to increase countywide efficiency of law enforcement agencies by taking a regional approach to some or all of their services. A preliminary report is to be released before December 31, 2013, of actions already taken to increase efficiency and additional actions that will be taken between January 2014 and June 2015.

Conclusion

Crime in San Joaquin County has put our collective backs against the wall. It is the ever present cancer in our public body and threatens our community's health. Crime works against recovery from the challenges of the economic downturn, adversely impacts Stockton's bankruptcy, creates negative perceptions and diminishes scarce public resources. The Grand Jury tackled this high priority, complex, multi-faceted and difficult issue as an investigation in an effort to showcase the challenges and contribute in a meaningful way to the community dialogue.

Investment in law enforcement staffing, expanded jail capacity and inter-agency cooperation are those areas which make up but three of many key and interrelated pieces of the puzzle for a comprehensive solution. The recommendations are put forward with the intention of supporting an immediate change as well as creating a foundation for long-term improvements. In addition, there are many good ideas and programs already under consideration including Stockton's Marshall Plan and the Community Corrections Partnership's study of community corrections centers. No recommendation the Grand Jury puts forth should be construed as replacing, contradicting or opposing either of these or any other initiative under development. Instead, they are conceived to be complementary and offered as potential ideas to integrate with other approaches to address the crime issue. Finally, the economic health of our communities requires a balance of insuring a safe environment for our residents, while at the same time being fiscally responsible. The responsibility of our public officials, elected and appointed alike, is to manage that balance for both our personal and economic wellbeing.

Those working in the law and justice system must continue to work for solutions. Most important of all, the citizens of our County must stay concerned and work with our leaders to make the streets safe for everyone. The Grand Jury's recommendations, if properly interpreted and effectively implemented, will help to support the restoration of our hope for San Joaquin County to become a safe and secure place to live, now and into the future.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Acknowledgement

The Grand Jury wishes to express its appreciation for the professional efforts made by the many individuals working in the law and justice system. As the Grand Jury rode along with officers during their patrols, toured the County Jail, and talked with our law and justice leaders, the Grand Jury was impressed by the work they were accomplishing.

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court. The San Joaquin County Board of Supervisors and the various City Councils, where applicable, shall report to the Presiding Judge of the San Joaquin County Superior Court within 90 days. The San Joaquin County Sheriff, where applicable, shall report to the Presiding Judge of the San Joaquin County Superior Court within 60 days.

Agency/Elected Official:	Required to Respond to the Following:	
	Findings	Recommendations
Escalon City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3
Lathrop City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3
Lodi City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3
Manteca City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3
Ripon City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3
San Joaquin County Board of Supervisors	F1.1, F1.3, F1.5 F2.1, F2.2 F3.1, F3.2	R1.1.1, R1.3, R1.5 R2.1, R2.2 R3
San Joaquin County Sheriff-Coroner-Public Administrator	F1.4 F2.1, F2.2	R1.4
Stockton City Council	F1.1, F1.2, F1.4 F3.1, F3.2	R1.1.2, R1.2, R1.4 R3
Tracy City Council	F1.1, F1.4 F3.1, F3.2	R1.1.2, R1.4 R3

Mail or hand-deliver a hard copy of the response to:

Honorable David P. Warner, Presiding Judge
San Joaquin County Superior Court
222 East Weber Ave., Room 605
Stockton, CA 95202

Also please email the response to Trisa Martinez, Staff Secretary to the Grand Jury at
grandjury@sjcourts.org

Appendices

- A. Web Sites Visited
- B. Site Visits/Interviews
- C. Community Meetings Attended

Appendix A

Web Sites Visited

Bureau of Alcohol, Tobacco, Firearms, and Explosives (Federal). <http://www.atf.gov>.

Department of Corrections and Rehabilitation (California). <http://www.cdcr.ca.gov>.

Department of Homeland Security (Federal). <http://www.dhs.gov>.

Escalon Police Department. <http://cityofescalon.org/departments/police>.

Federal Bureau of Investigation. <http://www.fbi.gov>.

Highway Patrol (California). <http://www.chp.ca.gov>.

Lathrop Police Department. <http://www.ci.lathrop.ca.us/lpd>.

Lodi Police Department. <http://www.lo-di.gov/police>.

Manteca Police Department. <http://www.ci.manteca.ca.us/police>.

National Institute of Justice. <http://www.nij.gov/welcome>.

Ripon Police Department. <http://www.riponpd.org>.

Stockton Police Department. <http://www.stocktongov.com/government/departments/police>.

Tracy Police Department. <http://www.ci.tracy.ca.us>.

San Joaquin County Sheriff Department. <http://www.co.san-joaquin.ca.us/sheriff>.

San Joaquin County District Attorney. <http://www.sigov.org/da>.

San Joaquin County Probation Department. <http://www.sigov.org/probation>.

San Joaquin County Superior Court. <http://www.stocktoncourt.org>.

San Joaquin County Board of Supervisors. <http://www.sigov.org/board>.

San Joaquin County Public Defender's Office. <http://www.sigov.org/pubdefender>.

U.S. Marshals Service. <http://www.justice.gov/marshals>.

Appendix B

Site Visits/Interviews

Deuel Vocational Institution, CDCR. Tracy, CA

Escalon Police Department

Lodi Police Department

Manteca Police Department

Northern California Youth Center, California Department of Juvenile Justice. Stockton, CA

Ripon Police Department

San Joaquin County Jail. French Camp, CA

San Joaquin County Juvenile Probation. French Camp, CA

San Joaquin County District Attorney's Offices. Stockton, CA

San Joaquin County Sheriff Office. French Camp, CA

San Joaquin Superior Court. Manteca, CA

San Joaquin Superior Court. Stockton, CA

Stockton Police Department

Tracy Police Department

Appendix C

Community Meetings Attended

Anti-crime Event. Held at Victory Park, Stockton, CA. (September 27, 2012)

City of Stockton Marshal Plan Symposium. Held at Stockton Progressive Church, Stockton, CA. (February 8, 2013)

City of Stockton Operation Ceasefire Presentation, held at Stockton Progressive Church, Stockton, CA. (November 14, 2012)

Community Corrections Partnership. Held in Stockton, CA. (Various Dates)

San Joaquin County Board of Supervisors. Held in Stockton, CA. (Various Dates)

Stockton City Council. Held in Stockton, CA. (Various Dates)

Stockton in Crisis: Searching for Solutions. Held at University of the Pacific, Stockton, CA. (September 27, 2012)

Town Hall Forum Addressing Violence in Our Community, held at University of the Pacific, Stockton, CA. (November 15, 2012)

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Braga, Anthony A. Ph.D. (July 7, 2006). *Preventing Violent Street Crime in Stockton, California*. California Partnership for Safe Communities. (April 2012). *Sacramento Safe Community Partnership (Ceasefire): an Initial Progress Report*.

Community Corrections Partnership Executive Committee. (August 30, 2011). *San Joaquin County Public Safety Realignment 2011 Implementation Plan*.

Community Corrections Partnership Executive Committee. (September 25, 2012). *San Joaquin County Public Safety Realignment Phase 2 Implementation Plan*.

Council of State Government Justice Center. (2013). *The Impact of Probation and Parole Populations on Arrests in Four California Cities*.

Deis, Bob. (January 31, 2012). *Marshall Plan on Public Safety*. Stockton, CA.

National Institute of Justice, U.S. Department of Justice. (September 2001). *Reducing Gun Violence - The Boston Gun Project's Operation Ceasefire*. Washington, DC.

San Joaquin Civil County Grand Jury. (2011). *Budgetary Impact on Administration of Justice in San Joaquin County*. Stockton, CA.

San Joaquin Community Data Co-Op. (2012). *AB109: Public Safety Realignment in San Joaquin County - A Preliminary Evaluation Report: The Situation, Response, and Impact*. Stockton, CA.

Stanford Law School. (January 2012). *Realigning the Revolving Door? An Analysis of California Counties' AB 109 Implementation Plans*. Palo Alto, CA: McCray, A., McCann Newhall, K., & Greenlick Snyder.

efficiency for individual communities and in the aggregate. Generally speaking, however, the consolidation of several critical functions like property rooms and investigation technicians is not immediately practical for a myriad of reasons, including geography between cities, logistics, and accountability.

F 3.2 There are examples of cooperation between different agencies in the County but each agency still operates autonomously most of the time.

The City of Lodi agrees with this finding. We also recognize that the communities of San Joaquin County are vastly different from one another, so retaining autonomy should be viewed as positive.

Recommendations

R 1.1.2 Each City Council, before September 1, 2013, adopt a policy that states it is a priority of the City to increase law enforcement staffing.

Law enforcement staffing is a priority in Lodi, and the City Council intends to bolster police staffing as economic conditions improve. The Lodi City Council, however, does not believe such a resolution is necessary.

R 1.4 The Sheriff's Department and each city's police department review their current use of crime prevention technologies and develop a plan to implement new technologies that could help increase the efficiency of their agencies.

The City of Lodi recognizes that prevention measures are an essential component of reducing crime and expects that technological solutions will enhance those measures in the future. Crime prevention is also a priority of the Lodi Police Department, which hopes to bolster its prevention efforts as economic conditions improve. In addition, members of the Lodi Police Department continually survey allied agencies for new ideas, innovative programs, and best practices that may effectively address crime in our community using existing resources.

R3 The Board of Supervisors and the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy, before September 1, 2013, each appoint two representatives, one to represent law enforcement and one to represent the governing body or management, to form an *ad hoc* committee. The committee's purpose is to conduct a study on how to increase countywide efficiency of law enforcement agencies by taking a regional approach to some or all of their services. A preliminary report is to be released before December 31, 2013, of actions already taken to increase efficiency and additional actions that will be taken between January 2014 and June 2015.

The City of Lodi disagrees with this recommendation. As proposed, *ad hoc* committee is not necessary because it would essentially be a duplication of effort. Elected officials, City Managers, and law enforcement executives regularly meet with their neighboring counterparts to discuss problems and solutions affecting local and regional government.

Sincerely,

Alan Nakanishi
Mayor



The Superior Court of California
County of San Joaquin

RECEIVED
JUN - 3 2013
CITY CLERK

May 30, 2013

PRIVATE AND CONFIDENTIAL

Mayor Alan Nakanishi
City of Lodi
P. O. Box 3006
Lodi, CA 95240

Dear Mayor Nakanishi:

Enclosed you will find the 2012-2013 Grand Jury's review of Improving Disposal of City and County Surplus Public Assets.

Pursuant to Penal Code §933.05(f): "A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report."

This report is scheduled for release to the public on June 6, 2013. If you have any questions, please do not hesitate to contact me at (209) 468-2959.

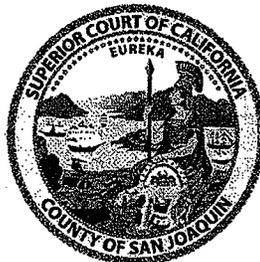
Sincerely,

A handwritten signature in cursive script that reads "Trisa Martinez".

Trisa Martinez
Grand Jury Staff Secretary/Judicial Secretary

Enc.

San Joaquin County Grand Jury



Getting Rid of Stuff - Improving Disposal of City and County Surplus Public Assets 2012-2013 Case No. 0312

Summary

Cities and counties are authorized to purchase capital assets such as land, vehicles and equipment in order to function efficiently. When public land, buildings, vehicles or equipment are no longer needed by the local government, the governing bodies are responsible for being good stewards of the public's capital assets and getting the best possible return of public funds. Within the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton and Tracy and San Joaquin County there are different degrees of control over the disposition of their assets, as well as the extent to which the process is made known to the public. Some public entities are very conscientious, others less so. In an effort to promote public transparency and consistency while disposing of the capital assets, the 2012-2013 San Joaquin County Grand Jury (Grand Jury) recommends procedures be adopted by the local governments that are clear, consistent and provide to the public relevant information on the disposal process and results.

Glossary

Brown Act	The Ralph M. Brown Act (Government Code Sections 54950 <i>et seq.</i>) regulating the conduct of public meetings and related public information.
Capital Asset	Land, buildings, vehicles and major equipment (e.g., generators, pumps) having a multi-year useful life.
<i>et seq.</i>	To include sections that immediately follow the identified section and pertaining to the same topic.

Fiscal Year (FY)	Local government budget year beginning on July 1 and ending on the following June 30.
California Government Code Section 37350	Authorizes a city to dispose of real and personal property for the common benefit.
California Government Code Section 54222	Requires local governments to contact parks departments, affordable housing developers, school districts and other agencies about available surplus land that could be used for housing or recreation purposes prior to sale of the land.
California Government Code Section 65402	Requires proof of compliance with a local government's General Plan and approval by the local planning agency before disposal of land, unless previously exempted by the legislative body.
General Plan	A land-use document describing the proposed overall development for a city or county.
Indemnification	A legal protection by one party against a loss or liability that might be suffered by another party.
Negotiated Sale	Direct discussions between a government and a private entity about the terms and conditions of sale of a capital asset, including price.
Personal Property	Assets that are not real property, including office equipment, furnishings, etc.
Real Property	Land and buildings.
Surplus Property	<i>Capital assets</i> that are no longer needed or useable.

Background

Local governments (cities and counties) are authorized under State law to acquire real property, vehicles, equipment and other assets through various means including direct purchase, negotiations with the seller, dedication from an individual or entity, and receipt as a gift. Once in possession by the government agency, they become public property held for the common good of the community. These items are referred to by different names by the different local governments. They can be referred to as personal property, fixed assets, capital assets, personal property or commodities. For the purpose of the Grand Jury's investigation, the term used to include all these items is *capital assets*.

After a period of time the vehicles and equipment become obsolete, are no longer able to operate, or are just no longer needed by the local government. State law, under Government Code Section 37350, authorizes the local government to dispose of real and personal property when it is in the common good. The law does not state how the disposal of surplus property is to take place, leaving it to the local jurisdiction to make a determination. Among the methods most commonly used by local governments in California include sales at auctions by public or sealed bids, conducted either by the local government or under contract with a private auction firm, trade-ins or sale as scrap metal. Increasingly, the use of private on-line sale agencies or sales on eBay is becoming an acceptable practice. The underlying principle has been to ensure local governments receive the highest value for the surplus assets.

The sale of land is covered under separate sections of State law, including Government Code Section 54220 *et seq.* and Section 65402. Section 54222 establishes the State policy whereby any public land no longer needed by a city or county first be offered for use as: Recreational facilities, school facilities, affordable housing development or for enterprise zone projects. An offer to sell or lease the land must be made in writing to park or recreation agencies, school districts, affordable housing developers, and nonprofit neighborhood enterprise associations. The entities have 40 days in which to provide a written response to the city or county accepting or rejecting the offer. Government Code Section 65402 requires local governments to determine that the potential use of surplus land conforms to the jurisdiction's General Plan before disposal occurs. While not separately designated in State law, the sale of buildings is generally handled in the same manner as land since sales of buildings almost always include the land under the building.

Beyond the general requirements in the Government Code, each local government is allowed to establish specific disposition procedures. Requiring an independent appraisal of the land and buildings before sale, negotiating a sale or conducting a sealed bid sale, trading land or donating land are all decisions to be made by the local legislative body. Some procedures bring more public disclosure and transparency than others. Sealed bids bring assurance that all potential buyers are treated equally, and the best possible value is received for the property. Negotiated sales, depending on the information released, may lead to questions of whether the full public benefit has been received for the land. The Brown Act does permit negotiations for the sale of surplus land to be conducted by the legislative body in closed session with only the final action occurring in public. The amount of information disclosed to the public depends on the legislative body.

Issues

This investigation into the disposition of local government's surplus public assets was initiated by the Grand Jury. The State Legislature's recent disbanding of redevelopment agencies in the State and the accompanying requirement that all capital assets of the redevelopment agencies be disposed of raised the question regarding how local governments were handling such disposals and whether clear, formal, and identifiable procedures were being used. To provide a broader review of surplus property disposal procedures, the scope of the investigation was expanded to include the County government and all cities within the County.

Method of Investigation

The Grand Jury requested information through a survey from San Joaquin County and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton and Tracy regarding their procedures for disposing of land, buildings, vehicles and major equipment. Specific information on the number of sales of land, buildings, vehicles and equipment completed from 2007 to 2012 was also requested. After the initial responses were received from all of the local governments, additional information was requested with a questionnaire regarding the most recent sales. This was to obtain more details on the actions taken to determine if sales were in the public interest, transparent, and void of any appearance of conflict or favoritism. The Grand Jury also reviewed State laws, local ordinances and policy/procedure manuals related to disposal of assets. One interview with a city official was also conducted.

Discussion, Findings and Recommendations

City of Escalon

The City of Escalon indicates that it relies on Government Code Sections 35370 and 54220 *et seq.* as its authority for disposal of major capital assets. There are no specific sections in its Municipal Code or any policy or procedures manuals outlining who has authority to dispose of the assets or the methods to be used. Response to the Grand Jury's survey indicated that from 2007 to 2012 the city disposed of one parcel of surplus land through a negotiated sale, three disposals of vehicles and one disposal of equipment through a contract with a public auction firm. The City Council did take a public action to declare the vehicles as surplus and authorized their disposal.

Findings

F1.1 The City of Escalon has no adopted Municipal Code provision, policy or procedure related to the disposal of major capital assets stating who has authority, the methods to follow or the reporting requirements.

F1.2 The contractual agreement with the private auction firm hired by the City was a form provided by the company containing very limited information such as protection for the City and fees to be paid.

F1.3 The disposal of land was by negotiated sale, with all discussions held in closed session. Only the minimum information required by the Brown Act was disclosed on the Agenda.

F1.4 No information on the details of the land sale was provided to the public prior to the City Council's public action.

Recommendations

R1.1 Prior to December 2013 the City Council adopt either an ordinance or a policy detailing procedures to be used for the disposal of surplus capital assets, including who is responsible for the disposal, when City Council approval is required, notification requirements, what information is made available to the public and how such information it is to be presented.

R1.2 No later than September 30, 2013, the City adopt a contract document to be used for all sales of surplus vehicles and equipment that provides a clear indication of the fee to be paid the selling firm, protections for the City against claims resulting from the auction, liabilities and responsibilities of all parties and other legal protections of the City's interests.

R1.3 After each sale of vehicles or equipment the City manager is to provide a summary of the sale through a public document.

R1.4 No later than September 30, 2013, the City adopt a policy for disposition of surplus land and buildings to include when appraisals are to be conducted, the procedures for compliance with Government Code Section 54220 *et seq.*, and a prior public disclosure of the proposed sale.

R1.5 Before any future disposal of land or buildings is finalized, a report is provided to the City Council in open session that includes the purpose of the sale; evidence of compliance with applicable State laws; the full identity of the purchaser; the total sale price; and, if the sale price is less than the appraised value, the reason for the difference.

City of Lathrop

The City of Lathrop's Municipal Code Section 2.36.040 designates a Purchasing Officer, who is the city manager or designee, to dispose of city property designated as surplus. Council Resolution 02-1231 establishes a policy for the disposition of surplus property including value levels at which the purchasing officer is authorized to sell the property and when council action is required. A request for council action must be included in a staff report to council listing the property to be designated as surplus and sold at an approved auction. A council resolution is required for the approval.

Response to the Grand Jury's survey indicated that from 2007 to 2012 the City had no disposal of surplus land or buildings and that there was one sale of surplus vehicles. The City has a detailed *Agreement to provide Surplus Inventory Auction Services to the City of Lathrop* detailing obligations for the auction of surplus inventory, including fees, declarations, services to be provided, and other legal requirements. The Grand Jury also noted that the City has a financial trail which records revenues from the sale of surplus property to appropriate City accounts.

Findings

F2.1 The surplus property policy has no reference to compliance with Government Code Sections 54220 *et seq.*

Recommendations

R2.1 No later than September 30, 2013 the City adopt a policy for disposition of surplus land and buildings to include when appraisals are to be conducted, required compliance with Government Code Section 54220 *et seq.*, and a prior public disclosure of the proposed sale.

R2.2 Before any future disposal of land or buildings is finalized a report is provided to the City Council in open session that includes the purpose of the sale; evidence of compliance with applicable State laws; the full identity of the purchaser; the total sale price; and, if the sale price is less than the appraised value, the reason for the difference.

City of Lodi

The City of Lodi addresses the disposal of surplus capital assets in its Municipal Code. Section 2.12.120 authorizes the City manager, after a recommendation from the City's purchasing officer, to sell personal property with a value of less than \$2,000 by advertised bid or by auction. A report to the City Council is required within 30 days of these sales. Section 3.20.030 grants the purchasing officer the authority to transfer surplus supplies and equipment between departments or to recommend their sale. Section 3.20.110 authorizes the sale of personal property with an estimated value of less than \$20,000 to be made in the open market without observing formal contract procedures. Section 3.20.130 exempts the disposition of fleet vehicles and other specific equipment from the formal contracting procedures. In response to the Grand Jury's survey the City also identified a series of Government Code sections that are related to disposal of capital assets and are followed in the City's procedures. The City also noted that capital assets purchased with grant funds may be subject to restrictions or special requirements of the grant when it is sold.

Response to the survey indicated that between 2007 and 2012 the City of Lodi had two sales of land, both by negotiated sale; 21 sales of surplus vehicles by private auction firms, traded for new vehicles, or sold as junk; and, 20 sales of major equipment by negotiated sale or private auction sale. The *Auction Agreement* between the City and the auction firm, which is approved by the City manager as specified by the City Council, contains indemnifications, security interests and other provisions giving the City liability protection. The Auction Agreement also requires the contracted auction firm to advertise the sale details and the property to be sold. A quarterly report is provided to the City Council explaining the disposition of any surplus vehicle and equipment sales that have occurred.

The reported sales of surplus land and buildings had been by negotiated sale. Selection of firms to conduct appraisals is exempt from the City's formal bidding requirements. The most recent

reported land sale was a part of an overall Purchase and Development Agreement with an affordable housing developer. The appraisal and other terms of the sale were a part of the agreement document and not included in the staff report to the City Council.

Findings

F3.1 The staff report for land sale to the housing developer provided very little information. The public must read through an attached long and comprehensive agreement containing many legal requirements in order to obtain basic information on land sale, such as sale price versus appraisal value.

Recommendations

R3.1 Before any future disposal of land or buildings is finalized a report is provided to the City Council in open session that includes the purpose of the sale; evidence of compliance with applicable State laws; the full identity of the purchaser; the total sale price; and, if the sale price is less than the appraised value, the reason for the difference.

City of Manteca

The Grand Jury received information and documentation from the City of Manteca in response to its survey and questionnaire. The Grand Jury determined there was not sufficient information provided so a thorough review could not be completed within the Grand Jury's time constraints. Therefore, the Grand Jury makes no findings regarding the City of Manteca's disposition of major capital assets and suggests that a future County Grand Jury conduct a thorough review of the information provided.

City of Ripon

The City of Ripon identifies sections of its Municipal Code for its authority and procedures for disposition of capital assets. Section 3.20.020 identifies a Purchasing Officer appointed by the City administrator responsible for administering the sale of all supplies and capital assets that cannot be used by other City departments. Section 3.20.070 of the Code requires a formal bidding process for sales of personal property, and Section 3.20.100 describes the formal bidding procedures for articles to be sold.

Section 3.20.110 allows the purchasing officer to sell surplus personal property with an estimated value of less than \$25,000 without first seeking sealed bids and following the formal bidding procedures.

Response to the Grand Jury's survey indicated that between 2007 and 2012 the City of Ripon had no sales of surplus land; 15 dispositions of buildings through negotiated sales; six vehicles sold through a public auction; and, one sale of major equipment through a public auction. No specific agreement with the private auction firm which conducted a vehicle sale of the City was provided.

However, City Council approval of the sale with a list of vehicles to be sold was provided. Information related to the most recent property sale during the survey period included an independent appraisal and various buyer agreements. Minutes of redevelopment agency approval of the sale were also provided.

Findings

F5.1 Ordinance No. 110 establishing provisions for purchasing and disposal of personal property and capital assets by the City of Ripon was adopted in 1958. Procedures related to the disposal are vague and do not clearly address either an adopted policy or procedure. Requirements for the sale of land and buildings are not addressed in a manner that can be easily understood by the public, nor are there clearly defined procedures.

F5.2 Staff reports at the time real property is sold do not contain sufficient information to inform the public about the proposed transaction.

Recommendations

R5.1 No later than December 1, 2013, the Municipal Code be reviewed and amended to clarify the distinction between purchase and sale of City property, and to update disposition procedures, clarifying the process for disposal of surplus vehicles and equipment.

R5.2 No later than September 30, 2013, the City adopt a contract document to be used for all sale of surplus vehicles and equipment that provides a clear indication of the fee to be paid the selling firm, protections for the City against claims resulting from the auction, liabilities and responsibilities of all parties, and other legal protections of the City's interests.

R5.3 No later than September 30, 2013, the City adopt a policy for disposition of surplus land and buildings to include when appraisals are to be conducted, required compliance with Government Code Section 54220 *et seq.*, and a prior public disclosure of the proposed sale.

R5.4 Before any future disposal of land or buildings is finalized a report is provided to the City Council in open session that includes the purpose of the sale; evidence of compliance with applicable State laws; the full identity of the purchaser; the total sale price; and, if the sale price is less than the appraised value, the reason for the difference.

City of Stockton

The City of Stockton has well established procedures that are, compared to some of the other cities investigated, very comprehensive. Section 510 of the Stockton Municipal Code details the procedures to be followed for the sale or lease of real property. Section 3.60.010 of the Municipal Code describes the procedures for the sale of personal property. If the estimated sale value is over \$20,000, City Council action is required, if the values is less than \$20,000, the City manager is

authorized to undertake the sale with a report to be provided to the City Council. The City's Administrative Directive HRD-02, last reviewed in 2006, addresses the details for selling surplus real property. It includes the requirement for an independent appraisal to be conducted; the posting of a for sale sign on the property; minimum bid amounts if the property is to be sold to adjoining property owners; applicable Comprehensive Environmental Quality Act (CEQA) reviews be conducted; requirements in Government Code Section 54220 *et seq.* be adhered to; that sealed bids are required; and City Council approval is required.

Response to the Grand Jury's survey indicated that between 2007 and 2012, the City had five disposals of land, one a dedication to the State for the courthouse and four by negotiated sale; one disposal of a building by negotiated sale; 31 occasions of vehicles being sold by a private auction firm; and five sales of major equipment by a private auction firm. Documents provided by the City indicate that a comprehensive contract for the sale of vehicles through private firms was used. The contract was developed by the California Department of Justice for use by state agencies, and made available for cities to use in conducting their own sales. After the auction the private firm provided the City detailed information on the sale price of each vehicle and piece of equipment, the costs incurred by the auction firm and other relevant information about the condition of the vehicle or the sale.

The disposition of real property is handled under Administrative Directive HRD-02. The Grand Jury was informed that proposed sales of abandoned rights-of-way are noticed in a local newspaper before presented for City Council action by a resolution. A separate *Agreement for Purchase and Sale of Real Property* is written by staff and presented for council approval. The Agreement includes the sale price, obligations of both the City and the buyer, and legal protections for the City. A staff report gives the public an easily understandable summary of the requirements included in the Administrative Directive.

Findings

F6.1 Correspondence between the City and the State Department of Justice in October 2011 indicated that the State's contract agreement with private auction firms might be terminated because of state budget cuts. There was no indication if the matter has been resolved. Since the state agreement is comprehensive and benefits the City, an alternative agreement should be available for the City's use.

F6.2 Stockton Code Section 3.60.010 requires the City manager to present the City Council a report on personal property sales valued under \$20,000. There is no indication whether the report is to be a public document. A written response from the City indicated that in the past the information was included in a weekly newsletter provided to the City Council. No surplus property sales took place between 2008 and 2010; however, a sale that occurred in 2011 was not reported as required by Municipal Code. The City indicated they were in the process of updating their surplus property sale procedures.

Recommendations

R6.1 The City Council direct the City Attorney to prepare no later than November 1, 2013, a comprehensive auction agreement for use by the City.

R6.2 Effective immediately the City Manager's report on surplus personal property sales pursuant to Municipal Code Sec. 3.60.010 be prepared as a public document presented at a regular City Council meeting.

City of Tracy

The City of Tracy identified Municipal Code Section 2.20.300 (*Disposition of Real Property*) and Section 2.20.310 (*Surplus Commodities and Equipment*) as its authorization for and the process to dispose of surplus property. For disposition of real property the City Council has exempted land that remains from a larger parcel when a part of the parcel was used for street purposes, abandonments for street widening, or alignment projects when only minor amounts of land are being disposed as permitted under Government Code Section 65402(a). This section of the Municipal Code also requires disposition of real property be conducted by competitive methods unless the City Council, by resolution, determines other procedures are in the City's best interest. The City manager may approve disposal of commodities and equipment if the values is less than \$2,000; City Council approval is required if the value is more than \$2,000.

Response to the Grand Jury's survey indicated that between 2007 and 2012 the City had one sale of surplus land by direct sale to San Joaquin County; 15 sales of surplus vehicles by contract with a private auction firm; and, six sales of equipment by a private auction firm or on e-Bay. The vehicle and equipment were designated as surplus by city council action prior to sale. The sale agreement was a form prepared by a private auction firm. The land sale to the County was documented with evidence of compliance with Government Code Section 54220 *et seq.*, results of an independent appraisal; the fiscal impact of the sale; and, the purchase and sale agreement for the property. The final council action was during an open public meeting.

Findings

F7.1 The City of Tracy has no procedures manual or clearly defined procedures for the disposition of surplus vehicles and equipment. While no indications of any questionable actions were identified, the lack of clear and transparent procedures could raise concerns about the public's interest being protected.

F7.2 The agreement with the private auction firm contained limited protection for the City against claims or other possible legal actions resulting from the auction.

Recommendations

R7.1 That prior to December 1, 2013, the City adopt procedures related to the disposition of vehicles and equipment, including who is responsible for the disposal, when council approval is required, notification requirements and information made available to the public.

R7.2 That the City Council direct the City Attorney to review the current agreement used for sale of surplus vehicles and equipment to ascertain its protection of City interests, or prepare a new sale agreement to be used by the City. The City Attorney's report to and action by the City Council is to occur prior to November 1, 2013.

San Joaquin County

San Joaquin County has established its general authority for disposition of capital assets in the County's Administrative Manual Section 2700 *et seq.* Section 2711.1 of the Manual gives the County Purchasing Agent the authority in disposing of surplus personal property to use "*...such methods and procedures as in his/her judgment will return the greatest value to the County.*" The Manual stipulates that only the Board of Supervisors and/or the Purchasing Agent may authorize the disposal of surplus personal property, and that surplus computer equipment must be disposed in a manner consistent with specific procedures last adopted in June 1997. The Purchasing Agent deposits with the County Treasurer the sale proceeds and submits a complete accounting of all transactions to the County Auditor-Controller.

Response to the Grand Jury's survey indicated that from 2007 to 2012 the County had four disposals of land, two by sealed bid and two given to the Lockeford Community Services District; three buildings were disposed of, two by sealed bid and one given to the Lockeford Community Services District; 665 vehicles were disposed of by sealed bid, negotiated sale, contract with a private auction firm, trade-in or sold as junk; and, 134 pieces of major equipment were disposed of by sealed bid, negotiated sale, contract with a private auction firm, trade-in or sold as junk.

The contracts with two private firms hired to auction the vehicles contained comprehensive details about the parties' responsibilities, liabilities and limitations, fee schedules and other protections for the County. Evidence was provided that the County reviewed the proceeds from the auction sale when the County required a private auction firm to refund monies to the County because the firm applied higher fees than permitted under contract.

In response to the Grand Jury's request for additional information the County reported on the sale of property located on N. San Joaquin Street in 2010. The Board of Supervisors first adopted Resolution R-10-440 indicating the County's intent to sell the real property giving the time and location for opening sealed bids for the property. Documents verified that Government Code 54220 *et seq.* was complied with. Notices of the intended sale were posted at the property location and in newspapers. Bids were received and opened during public session of the Board of Supervisors with interested parties being able to submit bids during the Board meeting. A separate

Board resolution was required to approve the sale. Throughout the process staff reports adequately describe what actions have occurred and what are proposed.

Findings

F8.1 There was no indication from the County materials received that a public disclosure of the results of sales of surplus vehicles and equipment was made. Unless the Board of Supervisors was the authorizing agent for the sale pursuant to the County Administrative Manual, the process is handled completely at an administrative level.

F8.2 The County indicated that it does not have a policy requiring independent appraisals of real property it sells because there is no requirement for an appraisal under the Government Code. This lack of information makes it difficult for the public to determine if the sale was in the public interest.

Recommendations

R8.1 Beginning September 30, 2013 the County Administrative Officer provide a quarterly public report to the Board of Supervisors summarizing the disposals of vehicles and equipment during the preceding quarter. The report should include the amount of revenues derived from the sales.

R8.2 No later than December 1, 2013 the County Board of Supervisors amend the County's Administrative Manual regarding procedures for disposal of surplus land and buildings to include a policy for when an appraisal of the property/building shall be required.

Conclusion

The cities and the county investigated by the Grand Jury in general provide an open and transparent process for the disposal of the public's surplus major capital assets. Most have clear policies or procedures for the public to determine if an objective process is used or favoritism is occurring. The degree of detail in these procedures varies. To help assure that the public interest is foremost in the government's actions, that transparency and disclosure will be maintained throughout the disposal of assets process, and that applicable laws are complied with, the Grand Jury has recommended actions for each jurisdiction to consider. The Grand Jury expects local governments will keep their stewardship of the public's assets at the forefront of their decisions and actions.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Sections 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of San Joaquin County Superior Court within 90 days.

Specific Response Requirements:

The Escalon City Council is to respond to Findings F1.1, F1.2, F1.3 and F1.4; and Recommendations R1.1, R1.2, R1.3, R1.4 and R1.5

The Lathrop City Council is to respond to Finding F2.1 and Recommendations R2.1 and R2.2.

The Lodi City Council is to respond to Finding F3.1 and Recommendation R3.1.

The Ripon City Council is to respond to Findings F5.1 and F5.2; and Recommendations R5.1, R5.2, R5.3 and R5.4.

The Stockton City Council is to respond to Findings F6.1 and F6.2; and Recommendations R6.1 and R6.2.

Tracy City Council is to respond to Findings F7.1 and F7.2; and Recommendations R7.1 and R7.2.

The San Joaquin County Board of Supervisors is to respond to Findings F8.1 and F8.2; and Recommendations R8.1 and R8.2.

Mail or hand-deliver a hard copy of the response to:

Honorable David P. Warner, Presiding Judge
San Joaquin County Superior Court
P. O. Box 201022
Stockton, CA 95201

Also, please email the response to Trisa Martinez, Staff Secretary to the Grand Jury at

grandjury@sjcourts.org

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

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KONRADT BARTLAM
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

August 7, 2013

Honorable David Warner
Presiding Judge of the San Joaquin County Superior Court
222 E. Weber Avenue, Room 303
Stockton, CA 95202

Re: San Joaquin County Grand Jury Final Report (Case No. 0312)
Getting Rid of Stuff-Improving Disposal of City and County Surplus Public Assets

Dear Judge Warner:

The City of Lodi has reviewed the San Joaquin County Grand Jury Case No. 0312 regarding surplus property disposal for the Cities and San Joaquin County, issued on May 30, 2013. The Council has seriously considered the findings and recommendations of the Grand Jury applicable to the City of Lodi, discussed the same with its professional staff and pursuant to Penal Code section 933.05, submits its comments as set forth below. As required by Penal Code section 933(c), the Council's comments were approved at the Council's regularly scheduled meeting of August 7, 2013.

The finding and recommendation were as follows:

"Finding F3.1 The staff report for the land sale to the housing developer provided very little information. The public must read through an attached long and comprehensive agreement containing many legal requirements in order to obtain basic information on the land sale, such as sale price versus appraisal value.

Recommendation R3.1 Before any future disposal of land or buildings is finalized, a report is provided to the City Council in open session that included the purpose of the sale, evidence of compliance with applicable State laws; the full identity of the purchaser, the total sale price and if the sale price is less than the appraised value, the reason for the difference. "

In reviewing the staff report for the Tienda Affordable Housing Project sale, the City Council agrees that the property sale information could have been more fully addressed. The sale was a small part of a much larger transaction whereby the City granted money to a non-profit housing developer to use toward the purchase and construction of an affordable housing project on City land. The discussion regarding the land sale portion of the project did indeed take up only a very small end portion of a complicated staff report. Although the sale had been discussed at prior Council meetings in more detail and with more prominence (see attached

staff reports), Council agrees that the final staff report could have included greater detail on the sale portion of the transaction. Two of the recommendations by the Grand Jury are in fact required by state law: That the property buyer be identified and that the sale price be identified. Those two requirements were met by the staff reports. Council also agrees that the remaining grand jury recommendations represent good practices to ensure public transparency when public real property is sold and directs staff to implement them in future land sale staff reports.

Sincerely,

ALAN NAKANISHI
Mayor

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

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AGENDA TITLE: Post for Vacancy on Lodi Animal Commission and Re-Post for Vacancy on Greater Lodi Area Youth Commission ~ Adult Advisor

MEETING DATE: August 7, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancy on Lodi Animal Commission and re-post for vacancy on Greater Lodi Area Youth Commission ~ Adult Advisor.

BACKGROUND INFORMATION: The City Clerk's Office received a letter of resignation (filed) from Lodi Animal Advisory Commissioner Rebecca Hernandez. Additionally, no applications were received for the recent posting of one Adult Advisor position on the Greater Lodi Area Youth Commission. Therefore, it is recommended that the City Council direct the City Clerk to post for the following. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Animal Advisory Commission

Rebecca Hernandez Term to expire December 31, 2013

Greater Lodi Area Youth Commission

Adult Advisor
Allison McGregor Term to expire May 31, 2013

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Library Board of Trustees and Lodi Arts Commission
MEETING DATE: August 7, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Library Board of Trustees and Lodi Arts Commission.

BACKGROUND INFORMATION: On May 1, 2013, the City Council directed the City Clerk to post for expiring terms 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

Terry Costa Term to expire June 30, 2016
Scot Martin Term to expire June 30, 2016

NOTE: Five applicants (two seeking reappointment and three on file); posting ordered 5/1/13; application deadline 6/3/13

Lodi Arts Commission

Annalisa Sharp Babich Term to expire July 1, 2016

NOTE: Three applicants (one seeking reappointment, one new application, and one on file); posting ordered 5/1/13; application deadline 6/3/13

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.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Consider Appointment of City Council Member to San Joaquin County Local Agency Formation Commission (LAFCO)
MEETING DATE: August 7, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Consider appointment of City Council Member to San Joaquin County Local Agency Formation Commission (LAFCO).

BACKGROUND INFORMATION: This item is being brought before Council for consideration in light of the upcoming City Selection Committee meeting scheduled for August 15, 2013. At that meeting, a Lodi City Council representative will need to be identified to serve on the Commission for a four-year term.

As you may be aware, LAFCO is responsible for coordinating changes in local governmental boundaries, including: annexations and detachments of territory; incorporations of cities; formations of special districts; and consolidations, mergers, and dissolutions of districts. The Commission is also charged with developing and updating spheres of influence for each city and special district within the county.

The Commission consists of five members – two members from the Board of Supervisors, two members from cities and one public member. City Commission Members are rotated on and off the Commission every four years. Lodi will begin serving as an alternate in 2013 to 2014 and serve its permanent four-year term from 2015 -2019. The Commission generally meets on the third Friday of each month at 10:00 a.m. in the Board of Supervisors Chambers in downtown Stockton.

It is recommended that the City Council consider and make an appointment of a single Council Member to serve on the LAFCO Commission. An alternate is not recommended because LAFCO has an internal process for alternates from other cities.

FISCAL IMPACT: Not Applicable.

FUNDING AVAILABLE: Not Applicable.

Randi Johl-Olson
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1880 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.300, 'Schedule SS – Standby Service,' in Its Entirety"

MEETING DATE: August 7, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1880.

BACKGROUND INFORMATION: Ordinance No. 1880 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.300, 'Schedule SS – Standby Service,' in Its Entirety," was introduced at the regular City Council meeting of July 17, 2013.

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.

Randi Johl-Olson
City Clerk

RJO/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1880

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 –
ELECTRICAL SERVICE – BY REPEALING AND
REENACTING SECTION 13.20.300, “SCHEDULE SS –
STANDBY SERVICE,” IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.300, “Schedule SS – Standby Service,” is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to commercial/industrial customers who would otherwise qualify for Schedule G2, G3, G4, G5, or I1 and who have privately-owned generating facilities with a combined nameplate rating greater than 1 megawatt (1 MW) on their premises and where the City must stand ready to supply electric service to replace such a facility. This schedule will apply in addition to any other schedule applicable to the customer of record; any multiple generation facilities for one customer of record will be under one contract.

SERVICE BY CONTRACT:

Service under this schedule shall be provided on a contract basis to commercial/industrial customers who have privately-owned generating facilities on their premises. Contracts shall be subject to terms approved by the City Council and shall obligate the customer to pay the City for its costs associated with providing standby service for the actual life of the privately-owned generating facilities and for three months following written notice to the City of Lodi Electric Utility of the removal of the privately-owned generating facilities from operation.

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 pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this 7th day of August, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL-OLSON
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1880 was introduced at a regular meeting of the City Council of the City of Lodi held July 17, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held August 7, 2013, by the following vote:

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

I further certify that Ordinance No. 1880 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL-OLSON
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Ordinance No. 1881 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 – Stopping, Standing and Parking – by Adding Section 10.44.125, 'Electric Vehicle Charging Stalls'"

MEETING DATE: August 7, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1881.

BACKGROUND INFORMATION: Ordinance No. 1881 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 – Stopping, Standing and Parking – by Adding Section 10.44.125, 'Electric Vehicle Charging Stalls,'" was introduced at the regular City Council meeting of July 17, 2013.

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.

Randi Johl-Olson
City Clerk

RJO/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1881

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 10.44 – STOPPING,
STANDING AND PARKING – BY ADDING SECTION 10.44.125,
“ELECTRIC VEHICLE CHARGING STALLS”

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 10.44.125, “Electric Vehicle Charging Stalls,” is hereby added to read as follows:

- A) A person shall not park or leave standing a vehicle in a stall or space in a city-owned parking lot designated pursuant to California Vehicle Code Section 22511 unless the vehicle is connected for electric charging purposes.
- B) A person shall not obstruct, block, or otherwise bar access to parking stalls or spaces described in subdivision (a) except as provided in subdivision (a).

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 pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this 7th day of August, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL-OLSON
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1881 was introduced at a regular meeting of the City Council of the City of Lodi held July 17, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held August 7, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1881 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL-OLSON
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney