



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 17, 2016
Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code §§54956.9(d)(2) and 54956.9(e)(1); One Case; Shall Not Be Disclosed, Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)

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 \$5,703,965.31 (FIN)
- C-2 Approve Minutes (CLK)
 - a) July 26, August 2, and August 9, 2016 (Shirtsleeve Sessions)
 - b) August 3, 2016 (Regular Meeting)
- C-3 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Hutchins Street Square – North Entrance Americans with Disabilities Act Improvements (PW)
- Res. C-6 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Hutchins Street Square Roof Repair Project Phase 3 (\$117,491) (PW)
- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with T. Mitchell Engineers, Inc., of San Leandro, for Engineering Consulting Services for Compressed Natural Gas Fueling Station (\$14,500) (PW)
- Res. C-8 Adopt Resolution Approving Memorandum of Understanding Between City of Lodi and North San Joaquin Water Conservation District Regarding Sustainable Groundwater Management (PW)
- C-9 Authorize Parks, Recreation, and Cultural Services Director to Negotiate and Execute Market-Rate Lease for Hutchins Street Square Apartment (PRCS)
- C-10 Accept Notice of Draft Amendments to Conflict of Interest Code for the 2016 Calendar Year per Government Code Section 87306.5 (CA)
- C-11 Receive Report Regarding Communication Pertaining to Assembly Bill 1217 (Daly) – Orange County Fire Authority (CLK)

- C-12 Set Public Hearing for September 7, 2016, to Consider and Approve 2015/16 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of 2016/17 Annual Action Plan to Accommodate the Reallocation of Unused CDBG Funds from Previous Years (CD)
- C-13 Set Public Hearing for September 7, 2016, to Consider Adopting Resolution Eliminating Reduced Residential Impact Fee Structure for Low- and Medium-Density Zoning Designations (PW)

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

- Res. G-1 Public Hearing to Receive Input and Consider Adopting Resolution Calling an Election to Submit to the Qualified Electors the Questions of Levying a Special Tax Within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No 4);
- Res. Resolution Declaring Results of the Special Election and Ordering the Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4); and Introduce an
- Ord. Uncodified Ordinance Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4) (PW)

H. Communications

- H-1 Post for Vacancy on the Greater Lodi Area Youth Commission (CLK)

I. Regular Calendar

- Res. I-1 Adopt Resolution Approving Final Map for The Vine at Vintner's Square, Unit No. 1, Tract No. 3865 (PW)
- Res. I-2 Adopt Resolution Approving the Classification and Salary Range of Library Technician, Adding One Library Technician, and Deleting One Librarian (CM)

J. Ordinances – None

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.

Jennifer M. Ferraiolo
City Clerk

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

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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through July 28, 2016 in the total amount of \$5,703,965.31

MEETING DATE: August 17, 2016

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,703,965.31

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,703,965.31 through 7/28/16. Also attached is Payroll in the amount of \$1,335,654.67

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Internal Services Director

JA/nes

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

7/15/2016 through 7/28/2016

Fund			Amount
100 - General Fund			1,839,444.45
120 - Library Fund			18,496.89
140 - Expendable Trust			61,227.20
200 - Parks Rec & Cultural Services			35,165.05
270 - Comm Dev Special Rev Fund			31,210.04
301 - Gas Tax-2105 2106 2107			17,553.61
302 - Gas Tax -2103			782.10
303 - Measure K Funds			4,140.00
306 - RTIF County/COG			124,859.09
307 - Federal - Streets			15,162.70
311 - State-Streets			1,930,894.28
314 - IMF-Regional Transportation			2,212.78
350 - H U D			28,312.30
431 - Capital Outlay/General Fund			(55.00)
432 - Parks & Rec Capital			100.00
437 - IMF Parks & Rec Facilities			346.52
500 - Electric Utility Fund			128,664.14
501 - Utility Outlay Reserve Fund			10,482.05
504 - Public Benefits Fund			17,182.10
506 - Solar Surcharge Fund			161,736.84
530 - Waste Water Utility Fund			141,016.33
531 - Waste Wtr Util-Capital Outlay			66,107.88
560 - Water Utility Fund			380,777.35
561 - Water Utility-Capital Outlay			74,081.24
565 - PCE/TCE Rate Abatement Fund			6,353.90
590 - Central Plume			4,500.00
600 - Dial-a-Ride/Transportation			122,278.45
601 - Transit Capital			2,873.20
650 - Internal Service/Equip Maint			43,122.27
655 - Employee Benefits			23,099.19
660 - General Liabilities			546.19
665 - Worker's Comp Insurance			408,584.00
801 - L&L Dist Z1-Almond Estates			2,708.17
Total			5,703,965.31

Council Report: Payroll City of Lodi, CA - v10.5 Live Pay Period 7/17/2016

Fund	Description	Amount
100	General Fund	794,941.05
120	Library Fund	20,726.84
200	Parks Rec & Cultural Services	94,993.06
214	LPD-OTS Grants	7,123.88
219	LPD-ABC Grant	1,958.48
270	Comm Dev Special Rev Fund	30,570.97
301	Gas Tax-2105 2106 2107	32,086.67
500	Electric Utility Fund	177,642.99
501	Utility Outlay Reserve Fund	267.31
530	Waste Water Utility Fund	124,950.50
560	Water Utility Fund	23,073.54
600	Dial-a-Ride/Transportation	8,732.32
650	Internal Service/Equip Maint	18,587.06
Report Total		1,335,654.67



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) July 26, 2016 (Shirtsleeve Session)
b) August 2, 2016 (Shirtsleeve Session)
c) August 3, 2016 (Regular Meeting)
d) August 9, 2016 (Shirtsleeve Session)

MEETING DATE: August 17, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 26, 2016 (Shirtsleeve Session)
b) August 2, 2016 (Shirtsleeve Session)
c) August 3, 2016 (Regular Meeting)
d) August 9, 2016 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 26, 2016**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 26, 2016, commencing at 7:00 a.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Kuehne, and Mayor Chandler

Absent: Council Member Nakanishi

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

B. Topic(s)

B-1 Receive Presentation on Growth and Development in Lodi (CD)

City Planner Craig Hoffman provided a PowerPoint presentation regarding 2016 Lodi development summary. Specific topics of discussion included population, General Plan, Rose Gate, Vintner Square, Van Ruiten, Reynolds Ranch, Reynolds Ranch Apartments, Reynolds Ranch Senior Development, Eden Housing - Tienda, Lodi Shopping Center, Wal-Mart property re-use, Reynolds Ranch commercial use, LaQuinta Hotel, extended stay hotel, and industrial use. Mr. Hoffman stated that the City is seeing an increase in projects, many of which are less conservative, such as apartments and senior housing.

Mayor Pro Tempore Kuehne reminded that Council, at its goal-setting session, discussed having infrastructure in place for commercial and industrial development east of Highway 99 and questioned whether any progress was made on that. City Manager Schwabauer stated that Lodi has not constructed additional water, wastewater, or electrical capacity in that area because such projects would require significant capital and would be beyond Lodi's capacity at this time.

Council Member Johnson questioned if the City has a list of properties that are available for immediate occupancy that could be circulated throughout the community to generate greater exposure to interested parties, to which Mr. Schwabauer responded in the affirmative. Business Development Manager Adam Brucker stated he would send the list to Council, adding there are existing properties available for lease or sale that are ready to develop, including two on Guild Avenue and one near the retention basin.

In response to Mayor Pro Tempore Kuehne, Mr. Schwabauer stated there still appears to be interest in bringing a hotel to the downtown area. One project is in the works with the developer finalizing a financing package, which is likely to move forward; the other project is less solid and may or may not happen.

Ed Miller questioned if staff calculated the economic impact the growth has had on Lodi, how it affects the City's revenue stream, and where the City goes from here.

B-2 Discussion Regarding Elimination of Reduced Residential Development Impact Fee Structure (PW)

Public Works Director Charlie Swimley provided a PowerPoint presentation regarding possible elimination of reduced Residential Impact Fee Structure. Specific topics of discussion included overview, Residential Low-Density, Residential Medium-Density, Residential High-Density, fee comparison per single-family unit, impacts on development, options, and schedule. Mr. Swimley stated it appears the reduced fee program accomplished the goal of encouraging development,

adding that the brisk activity occurring at this time has not been seen in many years.

Council Member Mounce stated she supports ceasing the reduced fee program with the exception of in-fill and high-density projects to promote more multi-family units in the community.

Ed Miller questioned what the City's objective is regarding this matter because, during the goal-setting session, the conclusion was there was inadequate revenue to pay for services and at the last meeting, Council discussed raising the sales tax to generate additional revenue; however, he has not seen an analysis on the economic benefit of growth to date and what would be lost if the City returned to the original impact fee amounts.

City Manager Schwabauer responded that the fee program is for construction of regional parks and expansion of facilities that serve the community, such as police, fire, water, and other utilities, all of which have an assumed cost of growth. If the City discounts the fee program, it loses the ability to construct elements of the fee program at the rate anticipated. If the discounts are tied to growth, the City gains revenue from Community Facilities District (CFD) fees, property tax, and sales tax generated by the growth. He used the example that, if 1,000 homes were constructed, the City would realize \$500,000 in CFD fees and \$400,000 in property taxes, along with another \$100,000 in revenue from the other residential structures -- hotels, senior housing, and apartment complexes -- for a total of \$1 million annually. CFD and property tax revenue are realized annually, but impact fees are one-time dollars and can only be used to expand programs. Impact fees could not be used to repair or enhance features at Lodi Lake; the dollars could only be used to increase Lodi Lake by purchasing additional land and expanding the park. Those dollars could also not be used to address the California Public Employees Retirement System issue. Only revenue from CFD fees and property taxes can be applied toward those types of projects, but many of the developments will not be completely built out for a number of years and will not solve the long-term problem Lodi faces. Mr. Schwabauer stated that the current level of growth indicates the discounted fee program is no longer necessary and that Lodi's fees are still lower than many of the surrounding cities' impact fees. He pointed out there are in-kind requirements built into Lodi's impact fees, which is not shown in the rate, but even with that component, Lodi's rates are in line with those of Manteca and Lathrop and are still competitive.

Mike Lusk stated he was not opposed to development, but he wants to see citizens protected against rate increases or subsidization of growth. He provided a handout expanding on the example Mr. Schwabauer used during the July 6, 2016, Council meeting regarding property taxes to the City and impact mitigation fees. He stated that Lodi loses money on the reduced fee schedule and it would take over ten years to break even on the advanced subsidy to developers. Mr. Lusk believed that, under Proposition 218, the full impact of development must be collected and distributed to the enterprise fund rather than reducing fees and stated he was in support of returning to the regular fee schedule and potentially even increasing the fees.

John Beckman with the Building Industry Association thanked Council for the visionary thought it put into this when adopting the plan, stating he was proud of the results, especially at Rose Gate, Reynolds Ranch, and Van Ruiten, none of which would have happened without the temporary fee reduction program. Because of this program, development is once again occurring. He stated the developers understood there would need to be an end to the program and he believed this was an appropriate time to do so; although, he was pleased to see the vested developments were locked in with the reduced fees.

Myrna Wetzel questioned, with the recent water problems, if Lodi has an adequate water supply to meet the demand of new growth, to which Mr. Swimley stated that Lodi has a robust water supply thanks to the construction of the water treatment facility. He stated there is ample water to satisfy growth and maintain the safe groundwater yield from extraction.

In response to Council Member Mounce, Mr. Swimley stated Lodi is showing a bump in its groundwater elevations. With the growth, Lodi is dependent upon outlying areas and how those communities handle their groundwater management practices, but with the aquifer, Lodi should maintain its groundwater elevation. Council Member Mounce stressed that the aquifer is regional and the concern is that other communities could overdraft Lodi.

Mr. Schwabauer provided clarification on Ms. Wetzel's question, stating water restrictions were imposed on homeowners last year as a result of the drought, which is different from water supply. Lodi has a strong water supply; however, it must still comply with the State's regulations on how much water homeowners can use, as well as the Governor's restrictions during a drought. Mr. Schwabauer explained that Lodi has two water sources: groundwater that can be pumped and 6,000 acre feet annually of banked water. Both supplies are in excess of the amount needed today, but eventually Lodi will grow to a size where the banked water may need to be utilized. He stated that other communities must stop pulling more water out of the ground than can be replenished, adding there will be rules in the near future as a result of Groundwater Sustainability Agency requirements. As of today, Lodi is more than sustainable and it would take roughly 4,000 new dwelling units to draw down the excess supply.

Mike Lusk questioned if it was possible to renegotiate the agreement on the first Astoria project to reduce the contract amount, to which Electric Utility Director Elizabeth Kirkley responded in the negative. Ms. Kirkley stated that Lodi Electric Utility (LEU) had opportunities for other contracts, but because the renewable requirement date was fast approaching, LEU could wait no longer and entered the contract. She stated the Utility has a diversified portfolio and will have the opportunity for cost savings. Mr. Schwabauer added that power purchase contracts are market driven by conditions at the time. When the Astoria project was negotiated, construction costs were higher, but prices fell since then, making project costs less expensive.

Mayor Chandler summarized that it appears Council consensus, with agreement from the development community, is to proceed with the schedule to eliminate the reduced fee schedule, with the exception of in-fill and high-density projects.

Council Member Johnson stated he would like to study the matter further because he was concerned about eliminating the discount prematurely and potentially negatively affecting the recent surge in development; although, he was not opposed to proceeding with the hearing. Mr. Swimley stated staff can include a phased-in approach as well when the matter comes back to Council for decision.

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

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:54 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 2, 2016**

The August 2, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 3, 2016**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 3, 2016, was called to order by Mayor Chandler at 6:30 p.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Kuehne, and Mayor Chandler

Absent: Council Member Nakanishi

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9; Two Applications; Jose Paulino Badel v. City of Lodi; WCAB Case No. ADJ7028008 (DOI: 4/29/2000) and ADJ2864729 (DOI: 11/12/2003) (CM)
- b) Threatened Litigation: Government Code §54956.9(b); One Application; Potential Suit by Jose Paulino Badel against City of Lodi; WCAB Claim No. CLCC-323880 (DOI: 2/27/2003) (CM)
- c) Actual Litigation: Government Code §54956.9; One Application; Stephen Maynard v. City of Lodi; SCAB Case No. ADJ10074514 (DOI: 5/23/2014) (CM)

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Chandler adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:54 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Items C-2 (a), C-2 (b), and C-2 (c) were discussion only with no reportable actions.

A. Call to Order / Roll Call

The Regular City Council meeting of August 3, 2016, was called to order by Mayor Chandler at 7:00 p.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Kuehne, and Mayor Chandler

Absent: Council Member Nakanishi

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

B. Presentations - None

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

Council Member Mounce made a motion, second by Council Member Johnson, 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 Kuehne, and Mayor Chandler

Noes: None

Absent: Council Member Nakanishi

C-1 Receive Register of Claims in the Amount of \$4,336,188.86 (FIN)

Claims were approved in the amount of \$4,336,188.86.

C-2 Approve Minutes (CLK)

The minutes of July 6, 2016 (Regular Meeting), July 19, 2016 (Shirtsleeve Session), and July 20, 2016 (Regular Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Compressed Natural Gas Fueling Station Upgrades (PW)

Approved specifications and authorized advertisement for bids for the Compressed Natural Gas Fueling Station Upgrades.

C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Pyro Combustion of California, Inc., of Modesto, for White Slough Water Pollution Control Facility Boiler Maintenance (\$93,220) and Authorizing Public Works Director to Execute Extensions (PW)

Adopted Resolution No. 2016-147 authorizing the City Manager to execute a Professional Services Agreement with Pyro Combustion of California, Inc., of Modesto, for White Slough Water Pollution Control Facility Boiler Maintenance, in the amount of \$93,220, and authorizing the Public Works Director to execute extensions.

C-5 Adopt Resolution Authorizing City Manager to Execute Addendum No. 2 to Improvement Deferral Agreement for 1230 South Central Avenue (PW)

This item was removed from the Consent Calendar at the request of Council Member Johnson for discussion purposes.

Council Member Johnson stated the deferral of improvements at 1230 South Central Avenue has been on-going for many years and questioned when those improvements will commence. Public Works Director Charlie Swimley stated the City is allowing substantial time for the property owners to carry forward their end of the agreement, adding that staff will push the improvements at the time the owners pull a building permit for offsite improvements, however, he was uncertain of the timing of their capital improvement program. City Manager Schwabauer stated that the improvements called for in the agreement were significant and costly and staff believed it would have been difficult to justify those burdens when the owners were performing emergency repairs at the time versus scheduled capital improvements. He believed it was more appropriate to address the deferred improvements once the owners were ready to move forward with their capital improvements and could anticipate the associated costs.

Council Member Mounce questioned if a building permit application for any portion of the entire site, not solely the gymnasium, would trigger staff to push the deferred improvements, to which Mr. Swimley replied in the affirmative.

Council Member Johnson made a motion, second by Council Member Mounce, to adopt Resolution No. 2016-151 authorizing the City Manager to execute Addendum No. 2 to Improvement Deferral Agreement for 1230 South Central Avenue.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Kuehne, and Mayor Chandler

Noes: None

Absent: Council Member Nakanishi

C-6 Adopt Resolution Authorizing City Manager to Execute Supplement No. 1 to Amended and Restated Northern California Power Agency Joint Powers Agreement, Adding City of Shasta Lake as a Party (EU)

Adopted Resolution No. 2016-148 authorizing the City Manager to execute Supplement No. 1 to Amended and Restated Northern California Power Agency Joint Powers Agreement, adding City of Shasta Lake as a Party.

C-7 Adopt Resolution Approving City of Lodi Storm Water Enforcement Response Plan and Administrative Penalty Schedule (PW)

Adopted Resolution No. 2016-149 approving the City of Lodi Storm Water Enforcement Response Plan and Administrative Penalty Schedule.

C-8 Receive Report Regarding Communication Pertaining to Assembly Bill 2586 (Gatto) Parking (CLK)

Received report regarding communication pertaining to Assembly Bill 2586 (Gatto) - Parking.

C-9 Adopt Resolution Authorizing City Manager to Execute Amendment to Agreement with DSA Technologies for the Purchase of Network Switches for Fiber Optic Network from DSA Technologies, of Elk Grove (\$67,595.76) (CM)

Adopted Resolution No. 2016-150 authorizing the City Manager to execute an amendment to the agreement with DSA Technologies for the purchase of network switches for fiber optic network from DSA Technologies, of Elk Grove, in the amount of \$67,595.76.

D. Comments by the Public on Non-Agenda Items

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Alex Aliferis provided information (filed) regarding property taxes, specifically the history of Proposition 13, the consequences of a split roll property tax, and how Proposition 13 works. He stated the split roll property tax will increase taxes on businesses by \$6 billion and will cost jobs, adding that many associations are against the eroding of Proposition 13.

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

Council Member Mounce reported that many of the citizens on the FaceBook group against Lodi Electric Utility are once again concerned about their high utility bills, stating that one individual received a \$960 bill for her small house. She believed there was more work to do in this regard and questioned if the City has an additional source to test meters to ensure they are reading the

same. City Manager Schwabauer stated that staff tests against another meter and pointed out that Council approved the purchase of a new meter tester recently that is specifically designed and manufactured for testing. He stated Lodi does not test meters with a City of Lodi meter. Council Member Mounce stated citizens should be treated well and assured they are not being overbilled. Mr. Schwabauer stated staff will review the utility account for the address in question and its reported energy use to ascertain the issue. He pointed out that many older homes have fewer energy efficiencies, such as well-functioning air conditioners and insulation, which could account for a higher bill. Council Member Mounce stated the home in question is newer and the heating, ventilation, and air conditioning system was recently examined.

Electric Utility Director Elizabeth Kirkley further explained the process of testing meters, stating the third-party vendor's meter test board is used to test meters. When a complaint of a faulty meter is received, a previously-tested meter is replaced at the customer's home and the alleged faulty meter is tested at the shop and returned and reinstalled if working properly. If there is a problem with the meter, the customer's bill is corrected. She stated Lodi's meter testing is more rigorous than the standard, and Mr. Schwabauer pointed out that having two meter readings done on an alleged faulty meter provides two opportunities to see if a problem exists.

- F. Comments by the City Manager on Non-Agenda Items - None
- G. Public Hearings - None
- H. Communications - None
- I. Regular Calendar - None
- J. Ordinances
- J-1 Ordinance No. 1927 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - By Repealing and Re-Enacting Sections 13.20.190, 'Schedule EA - Residential Service,' and 13.20.210, 'Schedule EM - Mobilehome Park Service,' in Their Entirety" (CLK)

City Clerk Ferraiolo reported that this item is the second reading of Ordinance No. 1927, which was introduced on July 20, 2016, to amend Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA - Residential Service," and 13.20.210, "Schedule EM - Mobilehome Park Service," in their entirety.

Mike Lusk stated this amendment does not effect his billing but expressed concern about fixed-rate increases, stating that the City indicates system infrastructure would be supported by the revenue from the fixed rate; however, the small number of solar customers, which do not pay into the system, would have a minimal impact. City Manager Schwabauer explained that the \$10 fixed rate has been deducted from each of the tier rates and is charged as a flat fee to all customers. Mr. Lusk stated he believed the \$10 flat fee charged to fixed- and low-income customers, regardless of how much energy they use, versus the current \$5.25 minimum bill creates a subsidization in the rate corrections. He questioned if there will be a rate increase in January, to which Mr. Schwabauer responded that a Consumer Price Index increase to address inflation in power production and construction costs will be presented to Council as happens every year for all of the utilities in order to ensure rates keep up with inflation. He added that a wholesale rate increase, beyond inflation, is not proposed in the near future. Mr. Lusk requested staff provide him with a comparison of energy usage for all utility accounts in 100 kW increments to see how many are paying for high-consumption use versus low-consumption use. His perspective in asking for this data is to see how many customers are subsidizing high-energy users or if the number is small compared to solar customers. Mr. Schwabauer further explained that, with regard to the subsidy issue, staff is attempting to address the question of whether or not those on the low end of the spectrum are paying their fair share of operating and maintenance costs. This adjustment in the rate structure is to ensure all rate classes, including low-energy users and solar customers, pay more of those costs instead of primarily the high-end users. Mr. Schwabauer explained the difficulties with buying and selling back power to solar customers, which results in a

loss to remaining customers, and that the number of solar customers is steadily increasing, which will amplify the burden. If the City does not address the rate structure at this time, it may not be possible down the line if legislation regulations change or increase. In response to Mr. Lusk, Mr. Schwabauer explained that the price utilities are allowed to charge solar customers is regulated under the Net Energy Metering legislation and cannot include transmission costs.

Mayor Pro Tempore Kuehne made a motion, second by Council Member Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1927 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - By Repealing and Re-Enacting Sections 13.20.190, 'Schedule EA - Residential Service,' and 13.20.210, 'Schedule EM - Mobilehome Park Service,' in Their Entirety," which was introduced at a regular meeting of the Lodi City Council held July 20, 2016.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Kuehne, and Mayor Chandler

Noes: Council Member Mounce

Absent: Council Member Nakanishi

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:30 p.m. in memory of the Honorable Robert Baysinger, retired Superior Court judge, who passed away on July 25, 2016.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 9, 2016**

The August 9, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000
MEETING DATE: August 17, 2016
PREPARED BY: Deputy City Manager

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

BACKGROUND INFORMATION: During the second calendar quarter of 2016, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through N.

Exh.	Date	Contractor	Project	Award Amt.
A	04/04/2016	Survalent	SCADA software support	\$19,900.00
B	04/18/2016	Oldcastle	Concrete vault for Hale Dr.	\$15,809.60
C	04/19/2016	Beecher Emission Solution Tech	Diesel exhaust removal system	\$10,840.75
D	05/04/2016	ERMCO	167kVA transformers	\$14,898.60
E	05/05/2016	Kaufman Trailers	25 foot paver trailer	\$11,437.20
F	05/11/2016	General Pacific	PV-net meters	\$12,439.53
G	05/11/2016	Walters Wholesale Electric	Decorative LED light fixtures	\$12,275.28
H	05/11/2016	CleanRiver Recycling Solutions	Trash/recycle receptacles for parks	\$16,407.76
I	05/11/2016	Survalent	SCADA host upgrade	\$16,929.00
J	05/19/2016	Anixter	15kV primary cable	\$12,042.00
K	05/23/2016	Oldcastle	Vault materials	\$10,831.20
L	05/23/2016	One Source Distributors	Villa Fiore subdivision	\$18,201.54
M	06/03/2016	Prysmian c/o Pacific Utilities	Electric cable	\$17,658.00
N	06/08/2016	One Source Distributors	Van Ruiten subdivision	\$12,134.36

FISCAL IMPACT: Varies by project.

FUNDING AVAILABLE: All purchases were budgeted in the 2015-2016 Financial Plan.

 Jordan Ayers
 Deputy City Manager

Attachments

APPROVED: _____
 Stephen Schwabauer, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: SCADA Software Support
DEPARTMENT: Electric Utility
CONTRACTOR Survalent
AWARD AMOUNT: \$19,900.00
DATE OF RECOMMENDATION: April 4, 2016

BIDS OR PROPOSALS RECEIVED:
Survalent \$19,900.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase is exempt from bidding per Lodi Municipal code 3.20.070 subsection (3).

FUNDING: 50061000-72450

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Vault for Hale Dr.
DEPARTMENT: Electric Utility
CONTRACTOR Oldcastle
AWARD AMOUNT: \$15,809.60
DATE OF RECOMMENDATION: April 18, 2016

BIDS OR PROPOSALS RECEIVED:

Oldcastle	\$15,809.60
Jensen Precast	\$18,793.08

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Oldcastle and Jensen are the only local suppliers for concrete vaults. Transportation costs cause distant suppliers to be non-competitive.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: No Smoke Diesel Exhaust Removal System
DEPARTMENT: Public Works
CONTRACTOR Beecher Emission Solution Technologies, LLC
AWARD AMOUNT: \$10,840.75
DATE OF RECOMMENDATION: April 19, 2016

BIDS OR PROPOSALS RECEIVED:

Beecher Emission Solution Technologies, LLC dba Ward Diesel Filter Systems is the sole manufacturer of the "NO SMOKE" diesel filtration system. Other similar products do not meet the standard that the Ward system does

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

FUNDING: GFCAP-0007.Const.MiscS&S

Prepared by: Jamie Russell

Title: Administrative Clerk

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 167kVA Transformers
DEPARTMENT: Electric Utility
CONTRACTOR ERMCO
AWARD AMOUNT: \$14,898.60
DATE OF RECOMMENDATION: May 4, 2016

BIDS OR PROPOSALS RECEIVED:

ERMCO	\$14,898.60
Power Partners	\$17,177.40
Anixter	\$18,783.58

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for 167kVA transformrs needed for distribution.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 25 foot Paver Trailer with hydraulic ramps
DEPARTMENT: Public Works
CONTRACTOR Kaufman Trailers
AWARD AMOUNT: \$11,437.20
DATE OF RECOMMENDATION: May 5, 2016

BIDS OR PROPOSALS RECEIVED:

Kaufman Trailers	\$11,437.20
Nixon-Egli Equipment Company	\$19,789.00

“NO BID” or NO RESPONSE RECEIVED:
Municipal Maintenance Equipment

BACKGROUND INFORMATION & BASIS FOR AWARD:

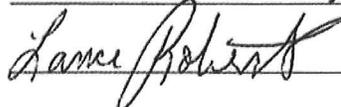
This trailer will be used to transport the Streets Division’s paving machine to various job sites. Currently, the City does not own a trailer that can be used for transporting the paving machine at this time.

Note the \$900.00 freight charges will be paid to Trailer Delivery Service. The cost of freight is noted on the invoice from Kaufman Trailers. Even with the added freight charges, Kaufman Trailers remains the lowest bid proposal received.

FUNDING: 30399000.77030

Prepared by: Tosha Bone

Title: Administrative Secretary

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: PV-net Meters
DEPARTMENT: Electric Utility
CONTRACTOR General Pacific
AWARD AMOUNT: \$12,439.53
DATE OF RECOMMENDATION: May 11, 2016

BIDS OR PROPOSALS RECEIVED:
General Pacific \$12,439.53

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The award is for \$12,439.53 for General Pacific

This is sole sourced because Council Res. 2005-64 required us to purchase ITRON meters and General Pacific is the ITRON rep for Northern California.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Decorative LED Lighting
DEPARTMENT: Electric Utility
CONTRACTOR Walters Wholesale Electric
AWARD AMOUNT: \$12,275.28
DATE OF RECOMMENDATION: May 11, 2016

BIDS OR PROPOSALS RECEIVED:
Walters Wholesale Electric \$12,275.28

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These Decorative LED Light Fixtures are approved per Council Res. 2015-218. No bidding is required.

FUNDING: EUCP-15008

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Trash & Recycling receptacles throughout City Parks
DEPARTMENT: Public Works
CONTRACTOR CleanRiver Recycling Solutions
AWARD AMOUNT: \$16,407.76
DATE OF RECOMMENDATION: May 11, 2016

BIDS OR PROPOSALS RECEIVED:

1	CleanRiver Recycling Solutions (includes dome top, optional label and anchor brackets and shipping and handling)	\$16,407.76 w/ 8% sales tax
2	WasteWise Products Inc. (includes dome top, optional label and anchor brackets and shipping and handling)	\$17,350.20 w/ 8% sales tax
3	GSA Advantage (Does not provide dome top)	\$11,934.65

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Public Works receives a yearly grant that can only be used on certain items. The grant is called the Beverage Container Recycling City/County Payment Program. This grant will cover the entire cost of this purchase. This purchase includes 13 Trash & Recycling receptacles that will be placed in different parks throughout the City. Per Steve Dutra the dome top receptacle is the preferred top in outdoor garbage receptacles.

FUNDING: 10050102.72352

Prepared by: Jamie Russell

Title: Administrative Clerk

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Scada Host Upgrade
DEPARTMENT: Electric Utility
CONTRACTOR Survalent
AWARD AMOUNT: \$16,929.00
DATE OF RECOMMENDATION: May 11, 2016

BIDS OR PROPOSALS RECEIVED:

Survalent

\$16,929.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for the Host Upgrade of the SCADA system. Since we have a Survalent SCADA system we must purchase servers from Survalent as well.

FUNDING: 5006100-77030

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 15kV Primary Cable
DEPARTMENT: Electric Utility
CONTRACTOR Anixter
AWARD AMOUNT: \$12,042.00
DATE OF RECOMMENDATION: May 19, 2016

BIDS OR PROPOSALS RECEIVED:

Anixter	\$12,042.00
General Pacific	\$12,906.00

“NO BID” or NO RESPONSE RECEIVED:

Platt

BACKGROUND INFORMATION & BASIS FOR AWARD:

The award is for \$12,042.00 for Anixter

This is 15kV Primary Cable used for electrical distribution throughout the city. .

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Vault Materials
DEPARTMENT: Electric Utility
CONTRACTOR Oldcastle
AWARD AMOUNT: \$10,831.20
DATE OF RECOMMENDATION: May 23, 2016

BIDS OR PROPOSALS RECEIVED:

Oldcastle	\$10,831.20
Jensen Precast	\$13,635.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These Vault materials are needed for upcoming EUD jobs
Oldcastle and Jensen Precast are the only concrete vault suppliers in this area. Transportation costs make distant vendors noncompetitive.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Villa Fiore subdivision
DEPARTMENT: Electric Utility
CONTRACTOR One Source
AWARD AMOUNT: \$18,201.54
DATE OF RECOMMENDATION: May 23, 2016

BIDS OR PROPOSALS RECEIVED:

One Source	\$18,201.54
Anixter	\$19,855.50

“NO BID” or NO RESPONSE RECEIVED:

General Pacific

BACKGROUND INFORMATION & BASIS FOR AWARD:

These 3-phase sectionalizing modules are needed for the Villa Fiore (Van Ruiten) subdivision.

FUNDING: 500.13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Cable
DEPARTMENT: Electric Utility
CONTRACTOR Pysmian c/o Pacific Utilities
AWARD AMOUNT: \$17,658.00
DATE OF RECOMMENDATION: June 3, 2016

BIDS OR PROPOSALS RECEIVED:

Pysmian c/o Pacific Utilities	\$17,658.00
AWG	\$20,250.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This cable was done through the formal bid process and these were the two bids we received.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Van Ruiten subdivision
DEPARTMENT: Electric Utility
CONTRACTOR One Source Distributors
AWARD AMOUNT: \$12,134.36
DATE OF RECOMMENDATION: June 8, 2016

BIDS OR PROPOSALS RECEIVED:

One Source Distributors	\$12,134.36
Anixter	\$12,991.87

“NO BID” or NO RESPONSE RECEIVED:

All-Phase

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for 3-phase module enclosures for Van Ruiten Subdivision

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.



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 17, 2016

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, 2016 is \$92,259,195.86.
The average annualized return on all invested funds over the quarter is 1.187%.

The total earnings on all invested funds for FY 2015-16 are \$795,717.61.
The average annualized return on all invested funds for FY 2015-16 is 0.88%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

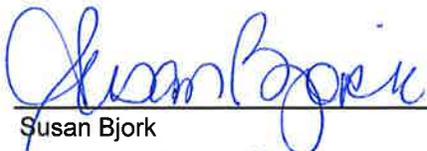
APPROVED: _____
Stephen Schwabauer, City Manager



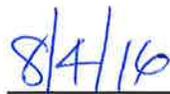
**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

June 30, 2016 Investment Statement

Investment:	Earnings for Qtr Ending 06/30/16:	Ending Balance:
Local Agency Investment Funds*		
40.2% of portfolio	0.55% interest earnings	37,062,857.61
	Subtotal LAIF	37,062,857.61
CalTRUST Investment Trust of California		
47.9% of portfolio		
Short-Term Account	1.12% interest earnings	12,183,947.18
Medium-Term Account	2.24% interest earnings	32,056,988.95
	Subtotal CalTRUST	44,240,936.13
Certificates of Deposit		
1.1% of portfolio		
F&M Bank (matures 11/04/16)	0.60% interest earnings	250,000.00
Umpqua Bank (matures 10/21/16)	0.40% interest earnings	250,000.00
Bank of the West (matures 03/10/17)	0.50% interest earning	250,000.00
BBVA Compass (matures 03/11/17)	0.60% interest earnings	248,500.00
	Subtotal CDs	998,500.00
Passbook/Checking Accounts		
10.8% of portfolio		
Farmers & Merchants **	demand acct	5,993,037.36
Farmers & Merchants - Money Market	0.35% interest earnings	1,112,725.49
Farmers & Merchants - Payroll	demand acct	23,521.00
Farmers & Merchants - CP Money Market	0.35% interest earnings	2,827,618.27
	Subtotal P/C Accts	9,956,902.12
	TOTAL	92,259,195.86



 Susan Bjork
 Supervising Budget Analyst



 Date

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

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



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Hutchins Street Square – North Entrance Americans with Disabilities Act Improvements

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Hutchins Street Square – North Entrance Americans with Disabilities Act Improvements.

BACKGROUND INFORMATION: Hutchins Street Square is a community event center that offers entertainment, classes, and facility rentals to the local Lodi community. The existing concrete access ramp at the building's north entrance is not currently Americans with Disabilities Act (ADA) compliant.

This project consists of removing the existing concrete ramp at the north entrance of the building and replacing it with a new concrete, ADA-compliant ramp, along with new stairs for general public access as shown on the attached rendering (Exhibit A). Three parking stalls will be removed to install two concrete, ADA-compliant parking stalls with appropriate signage and striping. A new crosswalk will be striped in the existing asphalt and new concrete sidewalk will join the existing sidewalk to the new access ramp, as shown on attached site plan (Exhibit B).

To accommodate the new accessible ramp, one Japanese Maple tree must be removed from the existing landscaped area and one Japanese Maple tree will be relocated within the same planter area. Any other landscaping disturbed by construction will be replaced as appropriate to match the existing landscaping.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 14, 2016. The project estimate is \$98,000. The project will be funded by the Community Development Block Grant.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: CDBG funding is allocated in the Fiscal Year 2016/17 budget.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kimberly Sobin, Assistant Engineer
CES/KS/tdb
Attachments

cc: City Engineer/Deputy Public Works Director
Neighborhood Services Manager

APPROVED: _____
Stephen Schwabauer, City Manager



Hutchins Street Square | Proposed Accessibility Ramp



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Hutchins Street Square Roof Repair Project Phase 3 (\$117,491)

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Hutchins Street Square Roof Repair Project Phase 3, in the amount of \$117,491.

BACKGROUND INFORMATION: Hutchins Street Square (Facility) was last renovated in 1998. The flat roof areas of the Facility total approximately 50,000 square feet. The existing flat area roofing system consists of a single-ply, Polyvinyl Chloride (PVC) membrane that is in poor condition and subject to occasional leaks requiring isolated repairs.

In November 2013, the City requested Garland/DBS, Inc., perform a roof evaluation of the Facility to determine its condition and to provide alternatives for addressing deficiencies. The City elected to restore the roofing system at an overall estimated cost of \$350,000. The project is being performed in phases to match funding availability. As shown in Exhibit A, Phase 1 (Areas A and B) was completed in 2015 at a cost of \$49,976 and Phase 2 (Area C) was completed in 2016 at a cost of \$157,685. Phase 3 will be the last phase of the project and will cover areas D, E, F, and G.

Staff initially budgeted \$65,000 in Fiscal Year 2016/17 to reroof Area D and planned to budget an additional \$65,000 in Fiscal Year 2017/18. Garland/DBS, Inc., proposed to combine the remaining two phases into a single project for this fiscal year, saving approximately \$12,500.

The restoration material is manufactured by the Garland/DBS, Inc., and utilizes a urethane and polyester compound to provide a protective coating on the existing roof membrane. The final product would provide the City with a 10-year warranty on the existing roofing system.

Garland/DBS, Inc., was the successful bidder for U.S. Communities Contract No. 10330 for competitively-bid roofing services. Using the U.S. Communities line item cost, the bid price of \$119,634 is the maximum price an agency would be charged for the restoration services. To compare the U. S. Community price with local roof restoration prices, Garland/DBS, Inc., requested a quote from Waterproofing Associates, Inc., of Lodi, the company that performed the restoration services for the Phase 1 roof restoration project.

For this project, the DBS/Garland, Inc., will subcontract roof restoration services to Waterproofing Associates, Inc., of Lodi. The local price of \$117,491 is \$2,143 lower than the U.S. Communities line item

APPROVED: _____
Stephen Schwabauer, City Manager

costs. The price includes project delivery services and a 10-year roof system that is warranted by Garland/DBS, Inc.

By using the U.S. Communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty type work (such as roofing) while maintaining compliance with purchasing requirements. The Professional Services Agreement includes all insurance and bonding requirements included in City construction contracts. Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for the Hutchins Street Square Roof Repair Project Phase 3, in the amount of \$117,491.

FISCAL IMPACT: Restoring leaky roofs will reduce repair costs for the interior spaces damaged by water. Combining phases will save the City approximately \$12,500, but to remain within budget, will require postponing the Fire Station No. 1 Kitchen Remodel Project until Fiscal Year 2017/18. The Fire Department concurs with this strategy.

FUNDING AVAILABLE: Facilities Capital Outlay Fund (43199000) Fiscal Year 2016/17.

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer
CES/LC/tdb
Attachments

Cc Park and Recreation and Cultural Services Director
Management Analyst – Areida-Yadav
Garland /DBS, Inc.

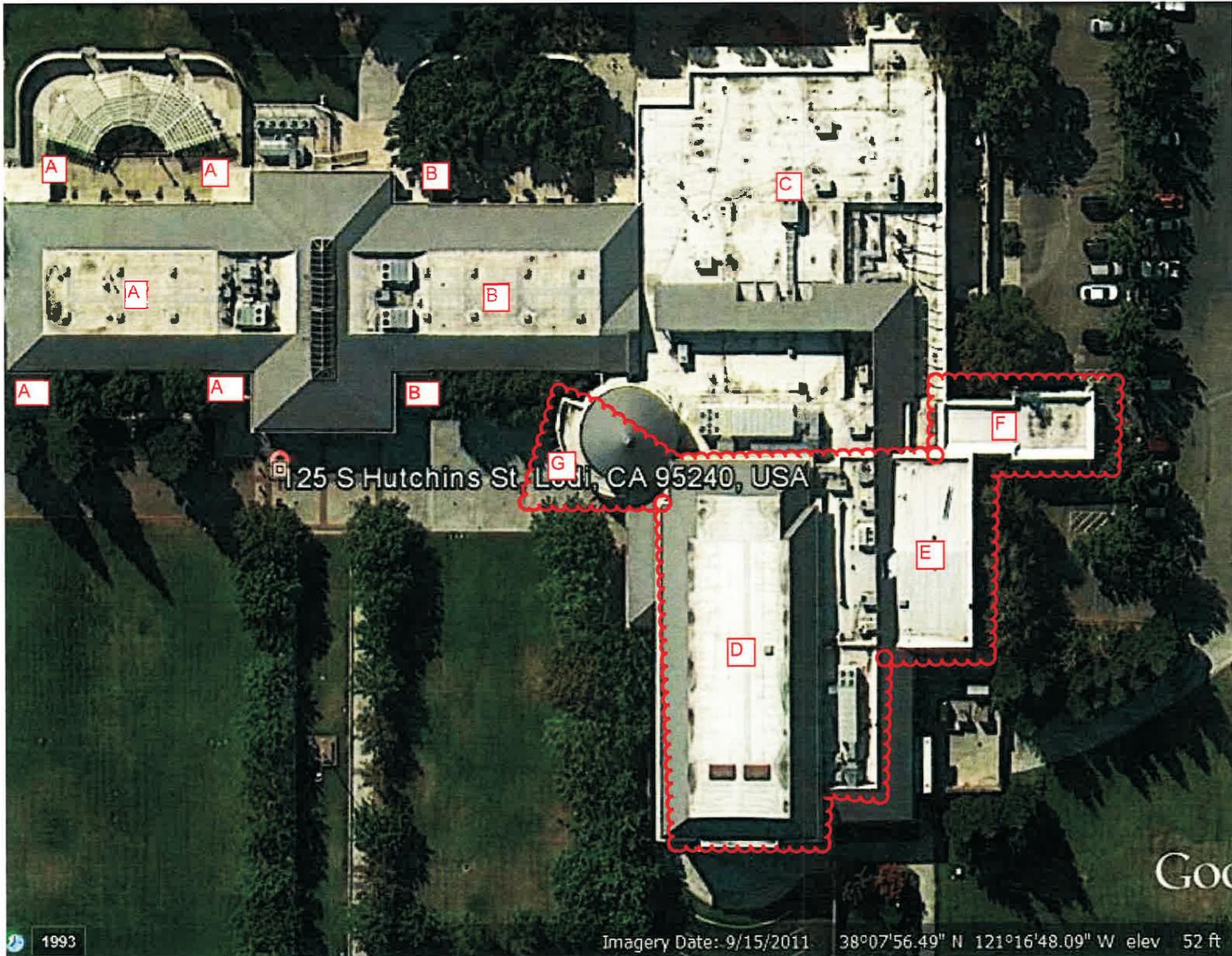


EXHIBIT A
HUTCHINS STREET SQUARE ROOF REPAIR PROJECT - PHASE 3

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GARLAND/DBS, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Hutchins Street Square Roof Restoration - Phase 3 (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on August 29, 2016 and terminates upon the completion of the Scope of Services or on August 28, 2017, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Lyman Chang

To CONTRACTOR: Garland/DBS, Inc.
 3800 East 91st Street
 Cleveland, OH 44105
 Attn: Matt Egan

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

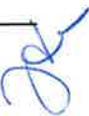
ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

GARLAND/DBS, INC.

By: _____


By: _____
Name: MATT EGAN
Title:

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

Funding Source: GFCAP-0012.Const.ExtLabor 43199000.77020
(Business Unit & Account No.)



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Lodi
Hutchins Square
Roof Sections D, E, F & G Roof Restoration
Date Submitted: 05/12/2016
Proposal #: 25-CA-150467
MICPA # 14-5903
California General Contractor License #: 949380
City of Lodi, California - General Contractor License #: 20011

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement.

Scope of Work: Roof Sections D, E, F & G Roof Restoration

- 1 Preparation of existing roof system for restoration.
- 2 Pressure wash existing roofing system with high pressure water and cleaning solvent as specified, allow a minimum of 24 hours to properly dry prior to proceeding.
- 3 Repair all damaged / deteriorated, membrane at edge flashing and through field along with all details, curb flashings, pipe flashings, etc. with a three course method of urethane, polyester, urethane. 1 gal per sq, polyester, 1 gal per sq.
- 4 Install WhiteKnight Plus WC Base Coat Urethane Coating per specification at a total rate of 1.5 gallon per square allow to completely dry to all seams, penetrations, and transitions.
- 5 Install WhiteKnight WC Top Coat Urethane Coating per specification at a total rate of 1.5 gallons per square allow to completely dry over the entire field, walls, seams, penetrations and transitions.

Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.23	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : ELASTOMERIC URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green; Use Portable Blowers the Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified (Urethane 2 Gallons per Sq.)	\$ 5.43	16,200	SF	\$ 87,966
	Sub Total Prior to Multipliers:				\$ 87,966
PWM	Prevailing Wage Multiplier: San Joaquin County, CA Roofer = \$47.36	21.0%		%	\$ 18,473
22.46	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier Applied when Roof Size is Less than 20,000 SF, but Greater than 10,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	15%		%	\$ 13,195
	TOTAL:				\$ 119,634

Hutchins Square Roof Sections D, E, F & G Roof Restoration:

Total Maximum Price of Line Items under the MICPA: **\$ 119,634**

Proposal Price Based Upon Market Experience: **\$ 117,491**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2016.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

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

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

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

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

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

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

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

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

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GARLAND/DBS, INC., OF CLEVELAND, OHIO, FOR THE HUTCHINS STREET SQUARE ROOF REPAIR PROJECT PHASE 3

WHEREAS, in November 2013, the City requested Garland/DBS, Inc., perform a roof evaluation of Hutchins Street Square to determine its condition and to provide alternatives for addressing deficiencies; and

WHEREAS, the City has elected to restore the roofing system at an overall estimated cost of \$350,000, to be performed in phases, with Phase 1 being completed in 2015 and Phase 2 being completed earlier this year; and

WHEREAS, the restoration material is manufactured by Garland/DBS, Inc., and utilizes a urethane and polyester compound to provide a protective coating on the existing roof membrane, providing the City with a 10-year warranty on the existing roofing system; and

WHEREAS, Garland/DBS, Inc., was the successful bidder for U.S. Communities Contract No. 10330 for competitively-bid roofing services; and

WHEREAS, to assure the lowest price possible, Garland/DBS, Inc., administered a local competitive bid process to compare the U.S. Communities contract price with the local bid environment; and

WHEREAS, by using the U.S. Communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty type work (such as roofing) while maintaining compliance with purchasing requirements; and

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

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Hutchins Street Square Roof Repair Project Phase 3, in the amount of \$117,491.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Hutchins Street Square Roof Repair Project Phase 3, in the amount of \$117,491.

Dated: August 17, 2016

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with T. Mitchell Engineers, Inc., of San Leandro, for Engineering Consulting Services for Compressed Natural Gas Fueling Station (\$14,500)

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with T. Mitchell Engineers, Inc., of San Leandro, for engineering consulting services for Compressed Natural Gas Fueling Station, in the amount of \$14,500.

BACKGROUND INFORMATION: The City's compressed natural gas (CNG) station, located at the Municipal Service Center, is a complete facility comprised of specialized components that supplies CNG to City Transit buses and various other natural gas powered vehicles.

T. Mitchell Engineers, Inc. recently completed the design for the Compressed Natural Gas Fueling Station Upgrade Project. This project consists of replacing failed components and various improvements/upgrades to the CNG fueling station that was originally constructed in 2002. Amendment No. 1 expands the scope of service to include design services and construction oversight during construction of the CNG upgrade project.

Staff recommends City Council adopt a resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with T. Mitchell Engineers, Inc., for engineering and consulting services related to the CNG fueling station.

FISCAL IMPACT: There will be a decrease in overall maintenance costs associated with these upgrades.

FUNDING AVAILABLE: Funding for this is budgeted in Fleet Services Operating account (65055000)

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Randy Laney
CES/RL/tdb
Attachment

cc: Transportation Manager/Sr TE

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

T. MITCHELL ENGINEERS, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of August, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and T. MITCHELL ENGINEERS, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement (Agreement) on September 22, 2015, attached hereto as Exhibit 1.
2. WHEREAS, CITY requested to amend said Agreement to extend the term through June 30, 2017; and
3. WHEREAS, CITY requested to add funds in the amount of \$14,500 to the original amount not to exceed a total of \$29,000; and
4. WHEREAS, CONTRACTOR agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Term of the Agreement and increase the compensation payable to Contractor to an amount not to exceed \$29,000. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

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

T. MITCHELL ENGINEERS, INC.
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

TOM MITCHELL
President

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on September 22, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and T.Mitchell Engineers, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for design and consult for repairs and upgrades to the existing Compressed Natural Gas (CNG) station located at the Municipal Service Center, at 1331 South Ham Lane, Lodi, CA. 95242 (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2016, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement

are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Randy Laney

To CONTRACTOR: T. Mitchell Engineers, Inc.
14256 Doolittle Drive
San Leandro, CA 94577
Tom Mitchell

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the

event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:


JENNIFER M. FERRAIOLO
City Clerk

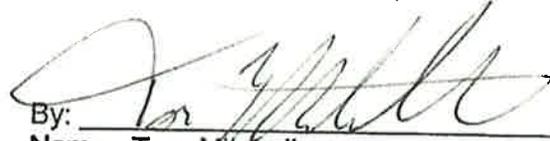

F. WALLY SANDELIN
Public Works Director

for

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

T. MITCHELL ENGINEERS, INC

By: 


By: _____
Name: Tom Mitchell
Title: President

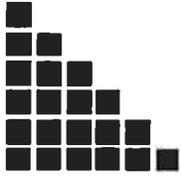
Attachments:

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

Funding Source: 65055000.72450
(Business Unit & Account No.)

Doc ID:G:\Group\Shop\PSA T Mitchell Eng_CNG Stations

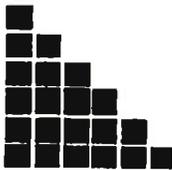
CA:Rev.01.2015



T. MITCHELL ENGINEERS &
ASSOCIATES

SCOPE OF SERVICES

Design and consult for repairs and upgrades to the existing Compressed Natural Gas (CNG) station located at the Municipal Service Center, at 1331 S. Ham Lane, Lodi, CA, 95242.



T. MITCHELL ENGINEERS &
ASSOCIATES

FEE SCHEDULE AND CURRENT BILLING RATES
(Effective January 1, 2008)

Labor*:

Principal	\$130/hr.
Project Manager/Snr. Engineer	\$118/hr.
Staff Engineer	\$102/hr.
Designer	\$88/hr.
Project Administrator	\$88/hr.
Cad/Draftsperson	\$75/hr.
Administrative/Clerical	\$60/hr.

Reimbursable Expenses:

Outside Services	Actual Cost +20%
Plotting	\$2.25/s.f
Printing and Drawing Reproduction	Cost +20%
Travel Expenses	Cost +20%
Other project related expenses	Actual cost +20%
Mileage - Less than 30 miles round trip	Included in Fee
- 30 miles or more round trip	At Rate Published by IRS (Currently \$0.52/mile)

Reimbursable expenses will be billed monthly in accordance with the actual costs incurred. These expenses may include, but are not limited to, outside printing and copying, long distance (out of state) telephone calls, shipping or courier service, photo processing, and other similar expenses directly related to the project. Travel expenses may include airfare, meals, lodging, car rental and similar expenses for travel directly related to the project.

Terms of payment:

Monthly invoices for services rendered will be prepared based upon the actual services rendered and expenses incurred. Invoices are due and payable upon receipt and will be considered delinquent if not paid within 30 days.

NOT TO EXCEED
\$14,500



EXHIBIT C

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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$2,000,000 Each Occurrence
\$4,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.
3. **POLLUTION LIABILITY**
\$1,000,000 Each Occurrence
4. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
\$1,000,000 Each Occurrence

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

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

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

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

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

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

Insurance Requirements for Contractor (continued)

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

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT WITH
T. MITCHELL ENGINEERS, INC., OF SAN LEANDRO, FOR
ENGINEERING CONSULTING SERVICES FOR COMPRESSED
NATURAL GAS FUELING STATION

=====

WHEREAS, the City’s compressed natural gas (CNG) station, located at the Municipal Services Center, is a complete facility comprised of specialized components that supply CNG to City Transit buses and various other natural gas powered vehicles; and

WHEREAS, this project consists of replacing failed components and various improvements/upgrades to the CNG Fueling Station that was originally constructed in 2002; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with T. Mitchell Engineers, Inc., for engineering consulting services for the CNG Fueling Station, in the amount of \$14,500.

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 T. Mitchell Engineers, Inc., of San Leandro, California, for engineering consulting services for the CNG Fueling Station, in the amount of \$14,500.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Memorandum of Understanding Between City of Lodi and North San Joaquin Water Conservation District Regarding Sustainable Groundwater Management

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Memorandum of Understanding between City of Lodi and North San Joaquin Water Conservation District regarding sustainable groundwater management.

BACKGROUND INFORMATION: The City of Lodi (City) on January 6, 2016, and North San Joaquin Water Conservation District (NSJWCD) on January 25, 2016, each elected to form independent Groundwater Sustainability Agencies (GSA's) as defined in the 2014 Sustainable Groundwater Management Act (SGMA).

Under SGMA, GSA's are given broad authority to sustainably manage groundwater to achieve the State's groundwater sustainability goals. For this reason, forming an exclusive GSA is an attractive option for agencies that desire some level of autonomy relating to their groundwater management practices.

The City's proposed GSA boundary is consistent with its City limits, however, it is currently overlapped by jurisdictional boundaries of Woodbridge Irrigation District (WID), the County and NSJWCD. WID chose to establish its GSA boundary exclusive of the City's proposed GSA boundary eliminating overlap. The County and NSJWCD, however, chose to overlap the City's GSA boundary when establishing their respective GSA boundaries.

While agencies are entitled to form exclusive GSA's, if there is an overlap in jurisdictional boundaries, SGMA does not recognize the GSA as exclusive. Under SGMA, agencies that intend to practice groundwater management within overlapping jurisdictional boundaries are strongly encouraged to coordinate and seek agreement regarding the sustainable management of the underlying groundwater and the location of their respective GSA boundaries.

The Memorandum of Understanding (MOU) between the City and NSJWCD regarding groundwater management demonstrates the cooperation between these two agencies required by SGMA to ensure that groundwater within the Sub-Basin will be managed sustainably. As part of this MOU, NSJWCD agrees to carve out the portion of its proposed GSA boundary that overlaps the City's proposed GSA boundary as shown in Exhibit A of the MOU. This action is a necessary step toward each agency's desire to establish an exclusive GSA.

The County's GSA boundary continues to overlap all agencies within County jurisdiction. Based on discussions with County staff, it is expected that most, if not all, County GSA boundary overlap conditions will be resolved by the end of the calendar year.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The MOU does not include any changes to the receipt of each party's share of property tax revenues from the County or the receipt of fees, charges and assessments collected by the County on each party's behalf.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/CES/tdb
Attachments

cc: City Manager
City Attorney
North San Joaquin Water Conservation District
Mr. Brad Nakagawa, Eastern San Joaquin County Groundwater Basin Authority
Jennifer L. Spaletta, Attorney-at-Law

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LODI AND
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGARDING SUSTAINABLE GROUNDWATER MANAGEMENT**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2016 by and between the City of Lodi, a municipal corporation ("City") and North San Joaquin Water Conservation District ("North San Joaquin"), collectively the "Parties."

RECITALS

A. City pumps groundwater from the Eastern San Joaquin Subbasin ("Subbasin") of the San Joaquin Valley Groundwater Basin and serves that water to the public within its service area. Some landowners within the City boundary also pump groundwater from the Subbasin for use on their lands within the City.

B. North San Joaquin does not pump groundwater, but manages groundwater resources within its jurisdictional area of approximately 150,000 acres. Landowners within North San Joaquin's jurisdictional boundaries pump groundwater for use on their lands. Other entities, such as City, are located within North San Joaquin's jurisdictional boundaries and pump groundwater for delivery to customers as public water suppliers.

C. The Parties are interested in the management of groundwater in the Subbasin and each have elected to serve as a groundwater sustainability agency (GSA) under the Sustainable Groundwater Management Act (Water Code sections 10720 – 10236.6 ("SGMA")). Specifically, City's City Council adopted Resolution No. 2016-03 electing to become a GSA for portions of the Subbasin within City's boundaries on January 6, 2016, and North San Joaquin's Board of Directors adopted Resolution No. 2016-01 electing to become a GSA for those portions of the Subbasin and the Cosumnes Subbasin within North San Joaquin's jurisdictional boundaries on January 25, 2016.

D. The Parties are members of the Sustainable Groundwater Management Act Work Group for the Eastern San Joaquin County Groundwater Basin Authority, which group was formed to advise the Authority on governance issues relating to the establishment and integration of GSAs and the development of a Subbasin-wide groundwater sustainability plan ("SGMA Work Group").

E. City's municipal service area is partly contained within North San Joaquin's jurisdictional boundaries and, as such, creates an overlap of GSA management areas for each of the Parties. Under SGMA, local agencies that intend to undertake groundwater management in the same area are strongly encouraged to coordinate and seek agreement concerning the sustainable management of the groundwater basin that they overlie.

F. The Parties desire to cooperate and coordinate to resolve issues attributable to the overlap of each of their GSA's boundaries to ensure that groundwater in the Subbasin is comprehensively and sustainably managed in accordance with SGMA.

G. Through this Agreement, the Parties have chosen to resolve the issue of overlapping GSA boundaries for purposes of GSA formation for the Eastern San Joaquin Subbasin under SGMA.

Based on the above recitals, which the Parties agree are true and correct, the Parties agree as follows:

AGREEMENT

1. Cooperative Groundwater Management Under SGMA. Lodi and North San Joaquin will cooperate as defined by SGMA to ensure that groundwater within the Subbasin is managed sustainably over the long term consistent with SGMA and California law related to groundwater rights. This cooperation shall extend to preparation of a SGMA sustainability plan for the Subbasin, or coordination of multiple plans within the Subbasin, if applicable.
2. Carve-out of Overlap Area. North San Joaquin agrees to exclude the portion of the Subbasin that City overlies, as shown on Exhibit A attached hereto and incorporated herein by reference, from North San Joaquin's GSA boundary for SGMA purposes. City will provide North San Joaquin with a GIS shape file of the Lodi GSA area.
3. Revenues Not Affected. Nothing in this MOU shall affect or impact the receipt of each Party's share of the property tax revenues from San Joaquin County or the receipt of fees, charges, and assessments collected by the County on each of the Party's behalf. The carve-out described in section 2 above is for GSA boundary purposes under SGMA only and shall not be construed to affect the City or North San Joaquin's legal and jurisdictional boundaries pursuant to California law.
4. Headings and Terminology. The headings of the sections of this MOU are for reference purposes only and may not be used to interpret this MOU's terms.
5. Joint Authorship and Interpretation. This MOU shall be deemed to have been prepared jointly by the Parties, so its terms, individually and as a whole, shall not be interpreted against either Party on the grounds that said Party prepared those terms.
6. Amendment and Addition of Parties. This MOU may be amended as circumstances necessitate by a written agreement executed by the Parties. Additional parties may join this MOU with the Parties' consent.
7. No Assignments. No Party may assign any rights or interests in this MOU without the written consent of the other Party, which shall not be unreasonably withheld.
8. Disputes. In the event of a dispute between the Parties concerning this MOU, they will consult in good faith to attempt to resolve the dispute. Either Party may initiate that consultation under this Section by sending an initiation notice to the other Party.

9. Compliance with Laws. Each Party will comply with all laws, regulations, orders, and other legal obligations applicable to its efforts under this MOU.

10. Notices. All notices given by a Party under this Agreement will be deemed to have been given and received by the other Party: (a) immediately upon personal delivery; (b) three business days after the notice is deposited in the U.S. mail, with adequate first-class postage prepaid; or (c) the business day following facsimile or e-mail transmission, with return receipt requested and received. The following are the Parties' representatives and contact information for purposes of notices under this MOU:

Lodi

Stephen Schwabauer
City Manager, City of Lodi
221 West Pine Street
Lodi, CA 95240
Telephone: (209) 333-6702
Facsimile: (209) 333-6807
Email: sschwabauer@lodi.gov

North San Joaquin

Joe Valente
President, Board of Directors
P.O. Box E
Victor, CA 95253
Telephone: (209) 368-2101
Facsimile: (209) 224-0349
E-mail: _____

11. Legal Capacity and Signatures. Each individual executing this MOU represents that he or she has the legal authority to do so on that Party's behalf. This MOU may be signed in counterparts and by facsimile or PDF signatures.

12. No Commitment to Actions with Environmental Impacts. The Parties do not intend to, and nothing in this MOU does, involve any commitment to any action that could cause a physical change in the environment. To the extent there is any dispute about whether any term of this MOU represents a commitment to such an action, that term shall be interpreted as not involving such a commitment. No Party subject to the California Environmental Quality Act (Public Resources Code §§ 21000-21189.3 ("CEQA")) shall make a commitment to any such action before conducting any environmental analysis required by CEQA.

13. Integration. This MOU states the Parties' entire agreement concerning its subject matter and incorporates and supersedes any prior agreements, representations, negotiations or understandings concerning that subject matter.

14. Admissions. This MOU is for the purpose of coordination of planning efforts of public agencies as GSAs under SGMA only and does not represent a legal position, admission, or waiver by either party as to any substantive matter related to water rights.

WHEREFORE, the Parties execute this MOU as of the date first written above.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

LODI

City of Lodi, a municipal corporation

By: _____
Stephen Schwabauer
City Manager

NORTH SAN JOAQUIN

By: 
Joe Valente
President of the Board of Directors

Attest:

Jennifer M. Ferraiolo

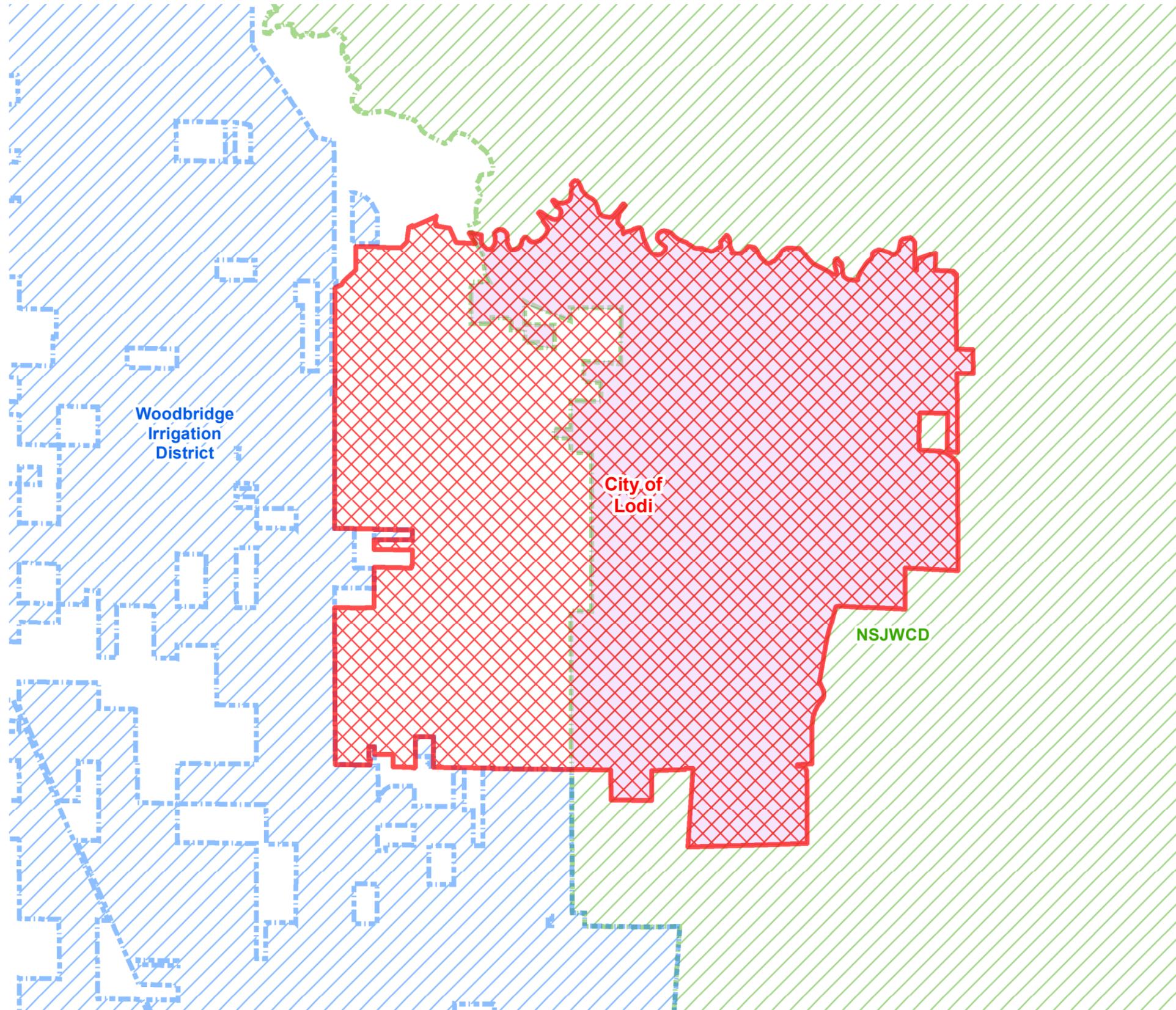
Approved as to form:

Janice D. Magdich, City Attorney 

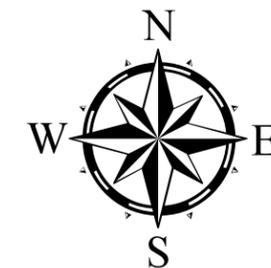
EXHIBIT A



Groundwater Sustainability Agency Boundary Map



-  City of Lodi GSA Boundary
-  WID GSA
-  NSJWSD GSA Exclusion Area*
-  NSJWCD GSA Boundary per MOU



Referenced agency boundaries are based on the best available information and are shown for reference purposes only.

* Portion of NSJWCD excluded from NSJWCD GSA boundary for SGMA purpose

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF LODI
AND THE NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGARDING SUSTAINABLE GROUNDWATER MANAGEMENT

=====

WHEREAS, the City of Lodi (City) on January 6, 2016, and North San Joaquin Water Conservation District (NSJWCD) on January 25, 2016, each elected to form independent Groundwater Sustainability Agencies (GSA's) as defined in the 2014 Sustainable Groundwater Management Act (SGMA); and

WHEREAS, the City's proposed GSA boundary is consistent with its City limits, however, it is currently overlapped by jurisdictional boundaries of Woodbridge Irrigation District, the County, and NSJWCD; and

WHEREAS, while agencies are entitled to form exclusive GSA's, if there is an overlap in jurisdictional boundaries, SGMA does not recognize the GSA as exclusive; and

WHEREAS, the Memorandum of Understanding between the City and NSJWCD regarding groundwater management demonstrates the cooperation between these two agencies required by SGMA to ensure that groundwater within the sub-basin will be managed sustainably; and

WHEREAS, staff recommends that the City Council approve the Memorandum of Understanding between the City of Lodi and North San Joaquin Water Conservation District regarding sustainable groundwater management.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Memorandum of Understanding between the City of Lodi and North San Joaquin Water Conservation District regarding sustainable groundwater management; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the City of Lodi.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize Parks, Recreation and Cultural Services Director to Negotiate and Execute Market-Rate Lease for Hutchins Street Square Apartment

MEETING DATE: August 17, 2016

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Authorize Parks, Recreation and Cultural Services Director to negotiate and execute market-rate lease for Hutchins Street Square apartment.

BACKGROUND INFORMATION: A 1,200-square foot apartment was constructed when Hutchins Street Square was renovated in the 1990s. Originally, the space was envisioned as a caretaker’s residence. Due to concerns about linking the space to employment, and the uncertain liability created by such a relationship, the apartment has never been rented. The apartment includes features such as air conditioning, a bedroom ceiling fan, tub/shower, refrigerator, stovetop oven, built-in microwave and dishwasher.

Every so often, a City employee will inquire about the apartment’s availability. The City Attorney has advised against renting to employees because of potential conflicts of interest. Recently, a member of the public submitted a letter to Hutchins Street Square inquiring about renting the apartment (attached).

One-bedroom apartments can rent for \$600 to \$1,200 and more in Lodi. Staff anticipates the value will be on the lower half of that range, due to lack of covered parking and community facilities. The rent will include utilities, which are on a common meter to the facility.

Access to the upstairs apartment is through a ground-level door adjacent to the Adult Day Care patio. Photos of the apartment are included. Staff has begun cleaning the apartment in anticipation of its use.

The PRCS director seeks Council approval to seek potential tenants, negotiate terms and execute a rental agreement drafted by the City Attorney.

FISCAL IMPACT: Renting this space will provide PRCS with revenue for facility improvements and maintenance. There may be some costs associated with preparing the apartment for occupancy.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

APPROVED: _____
Stephen Schwabauer, City Manager

To Whom it May Concern,

July 25th, 2016

It has been brought to my attention that the City of Lodi has had a vacant apartment at Hutchins Street Square for several years now. I would like to express my interest in renting this space.

I am an American veteran, who recently completed four years of service in the United States Navy. I just moved home, and have already registered for college classes this fall, using my Post 9/11 G.I. Bill. In doing so, I will be receiving an allowance for housing, and I would feel incredibly privileged to be able to spend that allowance on a living space at Hutchins Street Square, and to be able to contribute to the City of Lodi.

With regard to my inquiry, I ask that you consider that this space is essentially collecting dust at the time of this letter. If given the opportunity, I could turn it into a source of revenue, which could then be repurposed to maintain the rest of the building, advertise for productions, classes and other services held at the Square, or even be added back into the city's budget, and allocated wherever it's needed most.

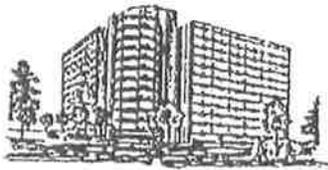
Whilst I have never rented an apartment before, I have spent the past four years in government quarters, and I can assure you that I would keep the space clean and orderly, and would also be punctual with rent payments. With reference to the character of my residency whilst in the military, I have included a certificate and signed letter from the Director of Unaccompanied Housing at Naval Base San Diego, awarding me with the "Room of the Quarter" for the second quarter of fiscal year 2016.

It is not lost on me that renting a room in a government building may be unorthodox for a civilian, which may be why the room has been vacant for so long. However, in my case, it would be very similar to what I've been doing for years. I am a solitary person and would be inclined to focus on my school work, keeping to myself and drawing little or no attention to the space. I can also assure you that I would adhere to any and all rules and regulations, as well as be mindful of any classes, events or productions being held in the building. In addition, I would show the utmost respect to all employees, patrons and guests that I might encounter during my time there.

I ask that you please consider my request seriously, as I am quite serious about wanting to rent this space. I can be reached at [REDACTED] at all times of day, and my email is [REDACTED]. Thank you for your time and patience, and I hope to hear from you soon.

Very Respectfully,

[REDACTED]



UNACCOMPANIED HOUSING
2450 McHUGH STREET
SAN DIEGO, CA 92136

11103
N932
15 APR 16

From: Director, Unaccompanied Housing, Naval Base San Diego
To: [REDACTED] Charlie Company,
San Diego
Via: Commanding Officer, Construction Battalion Maintenance [REDACTED] Charlie Company,
San Diego

Subj: ROOM OF THE QUARTER

1. It is with great pleasure that I name you "**Bldg. [REDACTED] Room of the Quarter Awardee**" for the second quarter of FY2016.
2. Your pride in the appearance of your room is indisputable. You have consistently obtained **OUTSTANDING** room inspection results and your hard work has been noticed.
3. To recognize your efforts, we award you with a Certificate of Achievement and a plaque. I extend my personal appreciation to you for a **JOB WELL DONE**.
4. Request the parent command to consider a special day of liberty for this outstanding sailor.


[REDACTED]

COMPANY COMMANDER:

[REDACTED]









**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2016 Calendar Year per Government Code Section 87306.5.

MEETING DATE: August 17, 2016

PREPARED BY: City Attorney

RE COMMENDATION: Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2016 Calendar Year per Government Code Section 87306.5.

BACKGROUND: The City Council must, as the Code reviewing body under the California Political Reform Act, review the City's Conflict of Interest Code biennially to determine whether or not an amendment to the Code is necessary. The attached Resolution makes draft changes to the Code based on conditions occurring since the last update in 2014. The attached resolution is in draft form and must be published by Council to begin the 45-day public comment period on the proposed changes. A final version will be brought back to the Council for approval on October 19, 2016.

The majority of the changes reflect little more than title changes of positions, the addition of new positions or the deletion of positions eliminated in the 2014/2015 and 2015/2016 budgets. The most significant change is the addition of positions within the City that use a Cal-Card (the City credit card) to make purchases of supplies, services, materials, equipment or machinery for the City. For Council's convenience, the changes to the Code are reflected in underline/strikeout form in the draft resolution attached to this Council Communication.

FUNDING: Not applicable

FISCAL IMPACT: Not applicable.

Janice D. Magdich
City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL REPEALING
RESOLUTION NO. 2014-212 THEREBY AMENDING CITY
OF LODI CONFLICT OF INTEREST CODE

=====

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and a hearing it may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendices designating officials and employees and establishing disclosure categories shall constitute the conflict of interest code of the City of Lodi.

Designated officials and employees shall file their statements with the City Clerk of the City of Lodi and such statements shall be open for public inspection and reproduction pursuant to Government Code section 81008. Statements for all designated officials and employees will be retained by the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Resolution No. 2014-212 is hereby repealed in its entirety.
2. The terms of 2 California Code of Regulations Section 18730 and any amendments duly adopted by the Fair Political Practices Commission along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Lodi.
3. Persons holding designated positions shall file statements of economic interest pursuant to the provisions of this code.
4. All designated officials and employees shall file their statements of economic interests with the City Clerk of the City of Lodi to whom the City Council hereby delegates the authority to carry out the duties of filing officer.
5. Failure to file the required statement in a timely fashion may result in the imposition of administrative, criminal, and civil sanctions as provided in Government Code sections 81000-91014.
6. The effective date of this Resolution shall be _____, 2016.

Dated: _____, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held _____, 2016, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk

APPENDIX A

DESIGNATED OFFICIALS AND EMPLOYEES

The following is a listing of those persons who are required to submit Statements of Economic Interests ([Form 700](#)) pursuant to the Political Reform Act of 1974, as amended:

List of designated positions required to file Form 700:

<u>Department:</u>	<u>Position:</u>	<u>Disclosure Category:</u>
City Manager	City Manager Deputy City Manager/Internal Services Director Business Development Manager Management Analyst/Risk Manager	* 1 1 1
City Attorney	City Attorney Deputy City Attorney	* 1
City Clerk	City Clerk Deputy City Clerk	1 1
Community Development	Community Development Director Junior\Assistant\Associate\Senior\City Planner Building Official Building Inspector III Neighborhood Services Manager Assistant Engineer/ Plans Examiner	1 1 1 2, 3, 6, 7 1 1
Electric Utility	Electric Utility Director Electric Utility Superintendent Engineering & Operations Manager Distribution Planner Senior Power Engineer Electrical Engineer Senior Electrical Engineering Technician Electrical Engineering Technician Substation/Metering Supervisor Rates & Resources Manager Electric Utility Rate Analyst Construction/Maintenance Supervisor Electric Materials Technician <u>Electric Distribution Operations Supervisor</u> <u>Electric Utility Resources Analyst</u> <u>Troubleshooting Supervisor</u> <u>Field Services Supervisor</u>	1 1 1 3, 5, 7 3, 5, 7 3, 5, 7 3, 5, 7 3, 5, 7 5, 6 1 5 5, 6 5 <u>5,6</u> <u>5</u> <u>5,6</u> <u>2,5</u>
Fire	Fire Chief Fire Division Chief \ Operations Fire Battalion Chief \ Training Fire Battalion Chief Management Analyst <u>Fire Captain **</u>	1 1 5 5 2, 3, 4 <u>5</u>

Internal Services/Human Resources	Human Resources Manager Management Analyst	1 2,8
Internal Services/Financial Services	Financial Services Manager Accountant Supervising Accountant	2,3,4,8 2,3,4 2,3,4
Internal Services/Budget	Supervising Budget Analyst Management Analyst	2,3,4,8 2,3,4,8
Internal Services/Information Systems	Information Systems Manager Network Administrator Senior Programmer/Analyst	1 5 3,4,6
Library	Library Services Director Librarian Literacy & Volunteer Manager Senior Library Assistant	1 2,3,5,7 2,3,5,7 2,3,5,7
Parks, Recreation and Cultural Services	Parks, Recreation and Cultural Services Director Park Superintendent Park Project Coordinator Recreation Superintendent Recreation Manager Stage Technician Building Services Supervisor Event Coordinator Park Maintenance Worker III ** Park Supervisor ** Senior Facilities Maintenance Worker **	1 1 2,3,5 2,3,5,7 2,3,5,7 5 5,7 5,7 5 5 5
Police	Police Chief Police Captain Management Analyst Community Improvement Officer I/II Animal Services Supervisor Administrative Secretary Senior Administrative Clerk	1 1 2,3,4 2,3,5,7 5 5 5
Public Works	Public Works Director Public Works Management Analyst Transportation Manager/ Senior Traffic Engineer Junior\Assistant\Associate Planner (Transportation) City Engineer/Deputy Public Works Director Compliance Engineer Construction Project Manager Senior Civil Engineer Fleet Services Supervisor Facilities Supervisor Public Works Inspector	1 2,3,5,7 1 2,3,5,7 1 2,3,5,7 2,3,5,7 2,3,5,7 2,3,5,7 2,3,5,7 2,3,5,7

	<u>Deputy Public Works Director—Utilities Manager</u> Utilities Superintendent - PW Wastewater Plant Superintendent Water Plant Superintendent <u>Chief Wastewater Plant Operator</u> <u>Electrician **</u> <u>Laboratory Services Supervisor</u> <u>Parts Clerk</u> <u>Plant & Equipment Mechanic **</u> <u>Senior Engineering Technician **</u> <u>Senior Storekeeper</u> <u>Street Maintenance Worker III **</u> <u>Street Supervisor **</u> <u>Water Plant Operator III **</u> <u>Water Services Technician I **</u> <u>Water/Wastewater Maintenance Worker III **</u> <u>Water/Wastewater Supervisor **</u> <u>Watershed Program Coordinator</u> <u>Traffic & Sign Making Worker **</u> <u>Wastewater Plant Operator</u> <u>Environmental Compliance Inspector</u>	1 2,3,5,7 2,3,5,7 2,3,5,7 <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u> <u>2,3,5,7</u>
Boards and Commissions	Members of the Planning Commission Members of the Recreation Commission Members of the Site Plan and Architectural Review Committee Members of the Library Board of Trustees Members of the Lodi Improvement Committee Members of the Lodi Arts Commission Members of the Lodi Animal Advisory Commission <u>Members of the Art Advisory Board</u>	* 2,3,4,6,7,8 2,3,4,6,7,8 2,3,4,6,7,8 2,3,4,6,7,8 2,3,4,6,7,8 2,3,4,6,7,8 2,3,4,6,7,8 <u>2,3,4,6,7,8</u>
Consultants		
Community Development	CDBG Program Administration(Contract Consultant – <u>PMC Michael Baker International</u>) Interwest Consulting Group (Contract Plan Check Services) Bureau Veritas (Contract Plan Check Services)	3,4,6 3,4,6 3,4,6

Electric Utility	Flynn Resource Consulting, Inc. Robertson-Bryan, Inc.	1 4
Internal Services/Human Resources	York Insurance Service Group DB Claims Services Group, Inc.	3,4,6,8 3,4,6,8
Police	People Assisting the Lodi Shelter (PALS) <u>Lodi Shelter Pals</u>	2,5
Public Works	West Yost & Associates Langan Treadwell & Rollo RMC Water and Environment WGR Southwest Stantec Mark Thomas and Company <u>Terracon</u> <u>MV Transportation</u>	3,4,6 3,4,6 3,4,6 3,4,6 3,4,6 3,4,6 3,4,6 <u>3,4,6</u> <u>3,4,6</u>

* Exempt from Political Reform Act of 1974, but required to file a statement of economic interest pursuant to Government Code section 87200.

** [Applicable only to those employees in the position issued a Cal-Card Visa.](#)

Designated Employees are those positions within the city who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

Consultant means an individual who, pursuant to a contract with a state or local governmental agency:

- A. Makes governmental decisions whether to
 1. approve a rate, rule or regulation;
 2. adopt or enforce a law;
 3. issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 4. authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 5. grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 6. grant agency approval to a plan, design, report, study or similar item;
 7. adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- B. Serves in a staff capacity with the agency and in that capacity performs the same or substantially the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agencies Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a “designated position” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon the description, a statement of the extent of the disclosure requirements. The City Manager or his designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Public Officials Who Manage Public Investments (Specified in Government Code Section 87200):

The positions listed below manage public investments and shall file a statement of economic interests pursuant to Government Code Section 87200. These positions are listed for informational purposes only.

1. Members of the Lodi City Council
2. City Manager
3. City Attorney
4. Finance Director
5. Members of the Lodi Planning Commission

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DRAFT

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

DISCLOSURE CATEGORIES

1. All investments and business positions in business entities, sources of income, including loans, gifts, and travel payments, from all sources wherever located; and interests in real property located within the jurisdiction of the City of Lodi or within two (2) miles of the boundaries of the City of Lodi or within two (2) miles of any land owned or used by the City of Lodi.
2. Investments and business positions in business entities, and all sources of income, including loans, gifts, and travel payments, from all sources.
3. Interests in real property located within the jurisdiction of the City of Lodi or within two (2) miles of the boundaries of the City of Lodi or within two (2) miles of any land owned or used by the City of Lodi.
4. Investments and business positions in business entities, and sources of income from entities, including loans, gifts, and travel payments, from sources providing supplies, services, materials, equipment or machinery of the type used by the City of Lodi.
5. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources providing supplies, services, materials, equipment or machinery of the type used by the designated position's division or department.
6. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the City of Lodi during the previous two (2) years, or have a claim pending with the City of Lodi.
7. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to: licenses, utility permits, and vendor permits.
8. Investments and business positions in and income from Union Pension funds that may be affected by the outcome of negotiations involving monetary settlements of employer-employee memorandums involving the City of Lodi.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Report Regarding Communication Pertaining to Assembly Bill 1217 (Daly)
– Orange County Fire Authority

MEETING DATE: August 17, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communication pertaining to Assembly Bill 1217 (Daly) – Orange County Fire Authority.

BACKGROUND INFORMATION: The City received a request for communication from the League of California Cities regarding AB 1217 (Daly) – Orange County Fire Authority. There was a need to send a letter of opposition immediately in light of a pending hearing.

AB 1217 is an attempt to intervene, without justification, in a purely local matter affecting the governance of a local agency. The bill codifies a change the Orange County Fire Authority (OCFA) already made to its governance structure, in prohibiting the inclusion of alternates as part of the composition of the OCFA board of directors. The bill remains a highly questionable incursion into the governance of a joint powers authority (JPA) and sets a bad legal precedent of state micromanagement via legislation, when existing law provides JPA's with broad flexibility to address internal governance challenges already. This measure invokes a core issue for cities everywhere: the preservation of local control.

The attached letter, electronically signed by the Mayor, was sent out on August 9, 2016. A copy of the initial request, along with the text of the bill, is also attached. This report is provided for informational purposes only, pursuant to policy.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

MARK CHANDLER, Mayor
DOUG KUEHNE,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager
JENNIFER M. FERRAILOLO
City Clerk
JANICE D. MAGDICH
City Attorney

August 9, 2016

The Honorable Tom Daly
Member, California State Assembly
State Capitol, Room 3126
Sacramento, CA 95814
FAX: (916) 319-2169

**RE: AB 1217 (Daly) – Orange County Fire Authority (as amended June 23, 2016)
Notice of Opposition**

The City of Lodi respectfully opposes Assembly Bill 1217.

This measure is a direct assault upon local control. It is an attempt to intervene, without justification, in a purely local matter affecting the governance of a local agency.

With the June 23 amendments, the bill codifies a change the Orange County Fire Authority (OCFA) already made to its governance structure, in prohibiting the inclusion of alternates as part of the composition of the OCFA board of directors. The bill remains a highly questionable incursion into the governance of a joint powers authority (JPA). This sets a bad legal precedent of state micromanagement via legislation, when existing law provides JPA's with broad flexibility to address internal governance challenges already.

Assembly Bill 1217 would employ the mechanism of state legislation to alter the governance structure of a locally-created joint powers authority, the Orange County Fire Authority, formed by local governments pursuant to the method prescribed in the Government Code. This measure invokes a core issue for cities everywhere: the preservation of local control.

Current law on this matter is very clear. Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the voluntarily contracting parties for a mutually-agreed upon purpose. The very essence of such entities is local control. Their governance structure is decided upon by the local agency member participants as part of the voluntary formation agreement among the participating local agencies. Should disputes subsequently arise about that governance structure or any other aspect of this voluntary agreement, mechanisms are provided under existing law to resolve them at the local level. Moreover, there are also clear provisions in this and other instances for any of the cooperating parties to withdraw from such voluntary agreements if they disagree with the governance or any other aspect of the agreement.

AB 1217 is a profoundly disturbing precedent in attempting to undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern. This is a local matter best resolved at the local government level. State intervention in such a matter is therefore unjustified.

For these reasons, the City of Lodi respectfully opposes this legislation.

Sincerely,
/s/ Mark Chandler
Mark Chandler
Mayor, City of Lodi

cc: Senator Cathleen Galgiani, Fax: (916) 651-4905
Assemblymember Jim Cooper, Fax: (916) 319-2109
Stephen Qualls, League of California Cities, squalls@cacities.org
Meg Desmond, League of California Cities, mdesmond@cacities.org

Jennifer Ferraiolo

From: Stephen R. Qualls <squalls@cacities.org>
Sent: Tuesday, August 09, 2016 10:08 AM
Subject: URGENT: CALSS NEEDED
Attachments: AB 1217_Talking Points.pdf; Action Alert AB 1217 (Daly) Local Control JPAs_08.08.16.docx; SAMPLE OPPOSE LETTER_AB 1217_June 29.docx

At first this bill appears to be only a bout Orange County. But in actuality, it's a precedent setting move by the state to take over local control that has worked perfectly well for years.

Please consider contacting your legislators and sending the attached letter asap.

if you have any questions, please let me know.

Thank you,

ACTION ALERT!!

AB 1217 (Daly) Orange County Fire Authority Local Control over Joint Powers Authorities at Risk

OPPOSE

Background for AB 1217 (Daly):

Legislation currently moving through the Senate will endanger the ability of local governments to determine for themselves the governance structure of joint powers authorities. AB 1217 (Daly) represents a very troubling precedent in using statewide legislation to interfere with the governance structure for a joint powers authority (JPA) that was established by participating local agencies.

Specifically, AB 1217 provides that the Board of Directors of a specific JPA, Orange County Fire Authority, cannot include alternate members. This represents state micromanagement of a local agency which under existing JPA law has been set up to be self-governing. It establishes the dangerous precedent of state interference in the governance structure of a local agency. It also begs the question of why a state law is necessary to implement a change that a JPA has already made on its own.

The League has helped coordinate opposition that has caused the Senate Republican Caucus in the Legislature Senate to switch its vote recommendation to its members from "Support" to "None."

Under current law, local public agencies can enter into a JPA at any time to jointly exercise any power common to the contracting parties for a mutually agreed upon purpose. These agreements are purely voluntary. State law has never before reached down to meddle in the governance affairs of a JPA.

The governance structure of a JPA is decided upon by the local agency participants at the time the JPA is formed. The very essence of such entities is local control.

If disputes arise about the governance structure or any other aspect of the voluntary agreement that created the JPA, mechanisms are provided under existing law to resolve them at the local level. State legislation is not necessary.

Any of the cooperating parties can withdraw from such voluntary agreements if they disagree with the governance or any other aspect of the JPA agreement.

With current law providing a mechanism to make any necessary changes to a JPA's governance or any other aspect of its operations, it begs the question why statewide legislation is necessary — particularly when that legislation is disturbingly precedent-setting in its interference in a matter that clearly falls within the scope of local control.

AB 1217 attempts to undermine existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a JPA — an entity that by definition has no relation to matters of statewide concern.

Local governments throughout California should be concerned about this measure, and strongly consider opposing it. Whatever the motivation for introducing this legislation, it is an attempt to intervene in a local matter that is best resolved at the local government level.

ACTION:

AB 1217 is on the Senate Floor and could be heard tomorrow. Cities are encouraged to CALL their Senator as soon as possible to URGE a NO VOTE.

You may find contact information for your Senator by following this link: <http://findyourrep.legislature.ca.gov/>.

Talking Points:

- As written, AB 1217 represents a dangerous precedent of legislative interference in Joint Powers Authority governance.
- AB 1217 is an unjustified micromanagement of a matter internal to a joint powers authority.
- This bill undermines local control by usurping the authority of a JPA to set its own policies.
- This measure endangers the ability of local governments to determine for themselves the governance structure of joint powers authorities. It is an attempt to intervene, without justification, in a purely local matter affecting the governance of a local agency.
- The bill remains a highly questionable incursion into the governance of a joint powers authority (JPA). This sets a bad legal precedent of state micromanagement via legislation, when existing law provides JPA's with broad flexibility to address internal governance challenges already.
- Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the voluntarily contracting parties for a mutually agreed upon purpose. This measure invokes a core issue for cities everywhere: the preservation of local control.

- AB 1217 is a profoundly disturbing precedent in attempting to undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern

Stephen Qualls
Central Valley Regional Public Affairs Manager League of California Cities

209-614-0118
Fax 209-883-0653
squalls@cacities.org<mailto:squalls@cacities.org>

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Strengthening California Cities through Advocacy and Education To expand and protect local control for cities through education and advocacy in order to enhance the quality of life for all Californians.

<<https://mail.cacities.org/owa/redir.aspx?C=9ba1cebeda914a8d8b298c0154b06ac0&URL=http%3a%2f%2fwww.cacities.org%2fAC>>

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**AB 1217 (Daly) Orange County Fire Authority
Local Control over Joint Powers Authorities at Risk**

OPPOSE

Talking Points:

- As written, AB 1217 represents a dangerous precedent of legislative interference in Joint Powers Authority governance.
- AB 1217 is an unjustified micromanagement of a matter internal to a joint powers authority.
- This bill undermines local control by usurping the authority of a JPA to set its own policies.
- This measure endangers the ability of local governments to determine for themselves the governance structure of joint powers authorities. It is an attempt to intervene, without justification, in a purely local matter affecting the governance of a local agency.
- The bill remains a highly questionable incursion into the governance of a joint powers authority (JPA). This sets a bad legal precedent of state micromanagement via legislation, when existing law provides JPA's with broad flexibility to address internal governance challenges already.
- Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the voluntarily contracting parties for a mutually agreed upon purpose. This measure invokes a core issue for cities everywhere: the preservation of local control.
- AB 1217 is a profoundly disturbing precedent in attempting to undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern.

ACTION ALERT!!

AB 1217 (Daly) Orange County Fire Authority Local Control over Joint Powers Authorities at Risk

OPPOSE

Background for AB 1217 (Daly):

Legislation currently moving through the Senate will endanger the ability of local governments to determine for themselves the governance structure of joint powers authorities. AB 1217 (Daly) represents a very troubling precedent in using statewide legislation to interfere with the governance structure for a joint powers authority (JPA) that was established by participating local agencies.

Specifically, AB 1217 provides that the Board of Directors of a specific JPA, Orange County Fire Authority, cannot include alternate members. This represents state micromanagement of a local agency which under existing JPA law has been set up to be self-governing. It establishes the dangerous precedent of state interference in the governance structure of a local agency. It also begs the question of why a state law is necessary to implement a change that a JPA has already made on its own.

The League has helped coordinate opposition that has caused the Senate Republican Caucus in the Legislature Senate to switch its vote recommendation to its members from "Support" to "None."

Under current law, local public agencies can enter into a JPA at any time to jointly exercise any power common to the contracting parties for a mutually agreed upon purpose. These agreements are purely voluntary. State law has never before reached down to meddle in the governance affairs of a JPA.

The governance structure of a JPA is decided upon by the local agency participants at the time the JPA is formed. The very essence of such entities is local control.

If disputes arise about the governance structure or any other aspect of the voluntary agreement that created the JPA, mechanisms are provided under existing law to resolve them at the local level. State legislation is not necessary.

Any of the cooperating parties can withdraw from such voluntary agreements if they disagree with the governance or any other aspect of the JPA agreement.

With current law providing a mechanism to make any necessary changes to a JPA's governance or any other aspect of its operations, it begs the question why statewide legislation is necessary — particularly when that legislation is disturbingly precedent-setting in its interference in a matter that clearly falls within the scope of local control.

AB 1217 attempts to undermine existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a JPA — an entity that by definition has no relation to matters of statewide concern.

Local governments throughout California should be concerned about this measure, and strongly consider opposing it. Whatever the motivation for introducing this legislation, it is an attempt to intervene in a local matter that is best resolved at the local government level.

ACTION:

AB 1217 is on the Senate Floor and could be heard tomorrow. Cities are encouraged to CALL their Senator as soon as possible to URGE a NO VOTE.

You may find contact information for your Senator by following this link:

<http://findyourrep.legislature.ca.gov/>.

Talking Points:

- As written, AB 1217 represents a dangerous precedent of legislative interference in Joint Powers Authority governance.
- AB 1217 is an unjustified micromanagement of a matter internal to a joint powers authority.
- This bill undermines local control by usurping the authority of a JPA to set its own policies.
- This measure endangers the ability of local governments to determine for themselves the governance structure of joint powers authorities. It is an attempt to intervene, without justification, in a purely local matter affecting the governance of a local agency.
- The bill remains a highly questionable incursion into the governance of a joint powers authority (JPA). This sets a bad legal precedent of state micromanagement via legislation, when existing law provides JPA's with broad flexibility to address internal governance challenges already.
- Joint powers authorities are by definition an expression of local government in which two or more local public agencies are authorized to enter into an agreement to jointly exercise any power common to the voluntarily contracting parties for a mutually agreed upon purpose. This measure invokes a core issue for cities everywhere: the preservation of local control.
- AB 1217 is a profoundly disturbing precedent in attempting to undermine provisions of existing law and unilaterally overrule a locally agreed upon governance structure that is part of the valid and voluntary formation agreement of a joint powers authority – an entity that by definition has no relation to matters of statewide concern.

AMENDED IN SENATE AUGUST 2, 2016

AMENDED IN SENATE JUNE 23, 2016

AMENDED IN SENATE JUNE 9, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 1217

Introduced by Assembly Member Daly

February 27, 2015

An act to add Section ~~6538~~ 6539 to the Government Code, relating to joint powers.

LEGISLATIVE COUNSEL'S DIGEST

AB 1217, as amended, Daly. Orange County Fire Authority.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. Existing law authorizes the board of supervisors of any county to contract with any local agency within the county or with the state for services relating to the prevention and suppression of fires.

This bill would prohibit the composition of the Board of Directors of the Orange County Fire Authority from including alternate members.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Orange County Fire Authority.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 ~~SECTION 1.~~ It is the intent of the Legislature to reevaluate
2 the structure of the Board of Directors of the Orange County Fire
3 Authority within a reasonable period from the effective date of
4 this act to consider the effectiveness of the size and structure of
5 the board.

6 ~~SEC. 2.~~

7 ~~SECTION 1.~~ Section ~~6538~~ 6539 is added to the Government
8 Code, to read:

9 ~~6538.~~

10 6539. Notwithstanding any other law, the composition of the
11 Board of Directors of the Orange County Fire Authority shall not
12 include alternate members.

13 ~~SEC. 3.~~

14 ~~SEC. 2.~~ The Legislature finds and declares that a special law
15 is necessary and that a general law cannot be made applicable
16 within the meaning of Section 16 of Article IV of the California
17 Constitution because of the challenges faced as a result of the
18 current governance structure of the Orange County Fire Authority.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Set a Public Hearing for September 7, 2016, to Consider and Approve the 2015/16 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an Amendment of the 2016/17 Annual Action Plan to Accommodate the Reallocation of Unused CDBG Funds From Previous Years

MEETING DATE: August 17, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set a public hearing for September 7, 2016, to consider and approve the 2015/16 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment of the 2016/17 Annual Action Plan to accommodate the reallocation of unused CDBG funds from previous years.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The 2015/16 CAPER describes the programs and activities accomplished during that program year, in which the City received \$613,405 in federal CDBG funds. The public review and comment period for the CAPER document will begin no later than August 24, 2016 and will end September 7, 2016.

The reallocation of unused CDBG funds from projects and services from previous program years requires an amendment of the Annual Action Plan. A total of \$47,035.67 of Urban County CDBG funding is available for reallocation. More details will be provided in the staff report for the public hearing. The public review and comment period for this Action Plan amendment begins August 6, 2016 and will end September 7, 2016.

The City Council will consider approval and adoption of both the 2015/16 CAPER and 2016/17 Annual Action Plan amendment and provide an opportunity for public comment for all of those actions at the September 7, 2016 meeting.

FISCAL IMPACT: The CAPER and the Annual Action Plan amendment documents are being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

SS/jw

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for September 7, 2016 to Consider Adopting a Resolution Eliminating the Reduced Residential Impact Fee Structure for Low- and Medium-Density Zoning Designations

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for September 7, 2016 to consider adopting a resolution eliminating the Reduced Residential Impact Fee Structure for low- and medium-density zoning designations.

BACKGROUND INFORMATION: The Impact Mitigation Fee program was adopted by the Lodi City Council on August 15, 2012. At that time, residential development activity in Lodi was essentially non-existent.

At the request of the building community, and in response to the housing downturn created by the Great Recession, Council approved a reduced residential impact fee schedule to financially incentivize the development of new residential housing units in all density categories. The reduced fee schedule applies to only residential land uses and represents a discount of approximately 60 percent.

Beginning in 2014, the residential development activity in Lodi started to gain substantial momentum. Currently, there are four active residential developments totaling over 700 single-family lots, along with various, smaller infill developments that have been approved. Additionally, there are three multi-family projects consisting of nearly 400 units currently making their way through the approval process. The majority of these approved units will remain subject to the current reduced rate structure through independent development agreements that extend through December 2019.

It is projected that slightly over 600 residential units could be occupied by the end of 2019. While this projection is quite optimistic based on Lodi's historic growth rate, it is possible due to the amount of approved low- and medium-density residential units available for construction. Because most of these units are subject to the reduced fees through development agreements, it could be argued that over the next three years, the City's investment to incentivize development could reach an estimated \$5 million in one-time reduced impact fees. However, it must be acknowledged this incentivized residential growth will be financially beneficial to City residents and businesses because those 600 units could also generate an estimated \$600,000 annually in property tax and other revenues that will contribute to the long term financial health and stability of the community.

On July 26, 2016, Staff provided a Council shirtsleeve presentation including an overview of the current impact fee structure, the current residential development climate, and a comparison of impact fees in Lodi with surrounding cities. The focus of the presentation was eliminating the reduced residential impact fee structure. Feedback at this meeting suggests the City Council and the Building Industry Association of the

APPROVED: _____
Stephen Schwabauer, City Manager

Greater Valley generally agree that the reduced fees have done the job to spur residential growth in the City of Lodi and it is now appropriate to eliminate the reduced fee structure. To maintain the incentive to construct high-density and infill projects, staff recommends retaining the reduced fee structure for high-density zoning designations and infill projects of all densities that consist of less than 10 lots. All reduced impact fees would expire on December 31, 2019.

The summary of the regular fees is provided in Exhibit A. A summary of the reduced fees is provided in Exhibit B. The action requested is to set a public hearing for September 7, 2016 to consider adopting a resolution eliminating the reduced residential impact fee structure for low- and medium-density zoning destinations effective November 7, 2016.

FISCAL IMPACT: Building projections suggest the reduced impact fees, along with the improved economy have resulted in substantial building activity that will generate approximately \$1,000 per unit annually in property taxes and other revenues. Continued underfunding of the City's Development Impact Fee Program is not recommended.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley Jr.
Public Works Director

CES/CES/tdb
Attachments

Exhibit A
Impact Mitigation Fee Program
Schedule of Fees

Table A-1: Water and Wastewater Fees

Meter Size	Water	Wastewater
5/8-inch meter	\$2,079	\$2,831
3/4-inch meter	\$3,103	\$4,225
1-inch meter	\$5,181	\$7,056
1 1/2-inch meter	\$10,332	\$14,070
2-inch meter	\$16,537	\$22,521
3-inch meter	\$31,026	\$42,253
4-inch meter	\$51,721	\$70,435
6-inch meter	\$103,411	\$140,828
8-inch meter	\$165,464	\$225,333
10-inch meter	\$237,880	\$323,951

Table A-2: Transportation, Police, Fire, General City Facilities, Park and Art in Public Places Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 SF)	Office/ Medical (per 1,000 SF)	Industrial (per 1,000 SF)
Transportation	\$711	\$386	\$386	\$1,199	\$872	\$443
Police	\$753	\$634	\$528	\$330	\$528	\$176
Fire	\$385	\$324	\$270	\$338	\$540	\$180
Park	\$3,890	\$3,276	\$2,730	\$406	\$650	\$217
General City Facilities	\$617	\$519	\$433	\$270	\$433	\$144
Art in Public Places	\$80	\$67	\$56	\$35	\$56	\$19

Table A-3: Residential Electric Utility Fees

	240 Volts
<u>Single Phase Panel</u>	
60 amps	\$248
100 amps	\$413
125 amps	\$516
200 amps	\$826
400 amps	\$1,652
600 amps	\$2,478

Table A-4: Non-Residential Electric Utility Fees

	208 Volts	240 Volts	480 Volts
<u>Single Phase Panel</u>			
60 amps	n/a	\$248	n/a
100 amps	n/a	\$413	n/a
125 amps	n/a	\$516	n/a
200 amps	n/a	\$826	n/a
400 amps	n/a	\$1,652	n/a
600 amps	n/a	\$2,478	n/a
<u>Three Phase Panel</u>			
200 amps	\$1,178	\$1,359	\$2,718
400 amps	\$2,356	\$2,718	\$5,437
600 amps	\$3,534	\$4,077	\$8,155
800 amps	\$4,712	\$5,437	\$10,873
1000 amps	\$5,890	n/a	\$13,591
1200 amps	\$7,068	n/a	\$16,310
1600 amps	\$9,423	n/a	\$21,746
2000 amps	\$11,779	n/a	\$27,183
2500 amps	\$14,724	n/a	\$33,979
3000 amps	\$17,669	n/a	\$40,774

Table A-5: Storm Drainage Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per Acre)	Office/ Medical (per Acre)	Industrial (per Acre)
Storm Drainage - Zone 1	\$1,394	\$697	\$561	\$14,640	\$14,640	\$15,686
Storm Drainage - Zone 2	\$4,237	\$2,118	\$1,703	\$44,485	\$44,485	\$47,663

Table A-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$1,181	\$994	\$829	\$1,096	n/a	n/a

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.

Exhibit B
Impact Mitigation Fee Program
Schedule of Reduced Fees

Table B-1: Water and Wastewater Fees

Meter Size	Residential		Non-Residential	
	Water	Wastewater	Water	Wastewater
5/8-inch meter	\$846	\$1,152	\$2,079	\$2,831
3/4-inch meter	\$1,263	\$1,720	\$3,103	\$4,225
1-inch meter	\$2,109	\$2,873	\$5,181	\$7,056
1 1/2-inch meter	\$4,206	\$5,728	\$10,332	\$14,070
2-inch meter	\$6,732	\$9,168	\$16,537	\$22,521
3-inch meter	\$12,631	\$17,201	\$31,026	\$42,253
4-inch meter	\$21,056	\$28,674	\$51,721	\$70,435
6-inch meter	\$42,099	\$57,331	\$103,411	\$140,828
8-inch meter	\$67,360	\$91,733	\$165,464	\$225,333
10-inch meter	\$96,841	\$131,880	\$237,880	\$323,951

Table B-2: Transportation, Police, Fire, General City Facilities, Park and Art in Public Places Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density	Medium Density	High Density	Retail	Office/ Medical	Industrial
	(per Unit)	(per Unit)	(per Unit)	(per 1,000 SF)	(per 1,000 SF)	(per 1,000 SF)
Transportation	\$289	\$157	\$157	\$1,199	\$872	\$443
Police	\$307	\$258	\$215	\$330	\$528	\$176
Fire	\$157	\$132	\$110	\$338	\$540	\$180
Park	\$1,584	\$1,334	\$1,111	\$406	\$650	\$217
General City Facilities	\$251	\$211	\$176	\$270	\$433	\$144
Art in Public Places	\$33	\$27	\$23	\$35	\$56	\$19

Table B-3: Residential Electric Utility Fees

240 Volts	
<u>Single Phase Panel</u>	
60 amps	\$101
100 amps	\$168
125 amps	\$210
200 amps	\$336
400 amps	\$673
600 amps	\$1,009

Table B-4: Non-Residential Electric Utility Fees

	208 Volts	240 Volts	480 Volts
<u>Single Phase Panel</u>			
60 amps	n/a	\$248	n/a
100 amps	n/a	\$413	n/a
125 amps	n/a	\$516	n/a
200 amps	n/a	\$826	n/a
400 amps	n/a	\$1,652	n/a
600 amps	n/a	\$2,478	n/a
<u>Three Phase Panel</u>			
200 amps	\$1,178	\$1,359	\$2,718
400 amps	\$2,356	\$2,718	\$5,437
600 amps	\$3,534	\$4,077	\$8,155
800 amps	\$4,712	\$5,437	\$10,873
1000 amps	\$5,890	n/a	\$13,591
1200 amps	\$7,068	n/a	\$16,310
1600 amps	\$9,423	n/a	\$21,746
2000 amps	\$11,779	n/a	\$27,183
2500 amps	\$14,724	n/a	\$33,979
3000 amps	\$17,669	n/a	\$40,774

Table B-5: Storm Drainage Fees

	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per Acre)	Office/ Medical (per Acre)	Industrial (per Acre)
Storm Drainage - Zone 1	\$567	\$284	\$228	\$14,640	\$14,640	\$15,686
Storm Drainage - Zone 2	\$1,556	\$778	\$627	\$40,834	\$40,834	\$43,871

Table B-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$481	\$405	\$337	\$446	n/a	n/a

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Receive Input and Consider Adopting a Resolution Calling an Election to Submit to the Qualified Electors the Questions of Levying a Special Tax Within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4); and a Resolution Declaring the Results of the Special Election and Ordering the Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4); and Introduce an Uncodified Ordinance Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services)(Annexation No. 4)

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to receive input and consider adopting a resolution calling an election to submit to the qualified electors the questions of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4); and a resolution declaring the results of the special election and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4); and introduce an uncodified ordinance levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 4).

BACKGROUND INFORMATION: The resolution, if adopted by City Council, will culminate the process to annex two parcels (to be subdivided into a total of 57 residential lots) into the City of Lodi Community Facilities District No. 2007-1 (Public Services) (CFD). The boundary of the annexation is shown in Attachment A and includes APN 027-420-08 and 027-420-10 located on Taylor Road north of Vintner's Square Shopping Center. Approved tentative subdivision map conditions require the private landowners to cooperate in the annexation of the parcels into the CFD, the purpose of which to offset a portion of the new costs resulting from new development.

The resolutions are provided in Attachment B that call for the annexation election and declare the election results. The uncodified ordinance is provided in Attachment C that levies and apportions the special tax within the territory to be annexed.

The public services to be funded by the CFD are described below.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Maintenance of parks, parkways, public masonry wall, and open space.

APPROVED: _____
Stephen Schwabauer, City Manager

- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

The special tax formula entitled “Rate and Method of Apportionment, and Manner of Collection of Special Tax” is included in the resolution calling for the election contained in Attachment B. The special tax provides for an annual tax of \$500 for single-family units (increased two percent per year) and \$145 for multi-family units (increased two percent per year). Certain properties, such as governmental property and undeveloped property, are not subject to the special tax program. The special taxes may not be prepaid. The special tax shall be levied in perpetuity.

The City Clerk will open the election and then present the results of landowner ballots after adoption of the resolution calling for the election. Following this, the City Council will consider the resolution declaring the results of the election. The ordinance levying and apportioning the special tax will then be introduced.

FISCAL IMPACT: The public services and administration of the CFD shall be paid from the special taxes collected within the CFD. The developer has paid the City for all costs to establish the CFD. The estimated annual revenues at buildout of these projects will amount to approximately \$28,500.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/LC/tdb
Attachments

cc: Lyman Chang, Deputy Public Works Director/City Engineer
Janice D. Magdich, City Attorney
Chris Conklin, Grupe Company

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI CALLING
AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE
QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED
TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES) (ANNEXATION NO. 4)

=====

WHEREAS, on April 4, 2007, the City Council (the "City Council") of the City of Lodi (the "City"), approved Resolution No. 2007-59 establishing Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing for the financing of certain public services (the "Services") described in Exhibit A hereto; and

WHEREAS, at a special election held on April 11, 2007, more than two-thirds of the votes cast were in favor of the levy of a special tax and the establishment of an appropriations limit, all as determined by the City Council in Resolution No. 2007-82, duly adopted on May 2, 2007; and

WHEREAS, the City Council on July 6, 2016, duly adopted Resolution No. 2016-122 (the "Resolution of Intention") declaring its intention to annex certain territory to the CFD and to levy a special tax within that territory to pay for the Services and setting a public hearing on the proposed annexation for August 17, 2016; and

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" a copy of which is on file with the City Clerk and has been recorded in the office of the San Joaquin County Recorder on July 20, 2016, in Book 6 of Assessment Maps, at Page 87; and

WHEREAS, the City Council convened a public hearing on Wednesday, August 17, 2016, at 7:00 p.m., at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within the CFD and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to the CFD and the levy of special taxes within the territory proposed to be annexed; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined to call an election to authorize the annexation of territory to the CFD and the levying of a special tax as described in Exhibit B hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that:

Section 1. Recitals. All of the above recitals are true and correct, and the City Council so finds and determines.

Section 2. Confirmation of Findings in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Finding Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Finding Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to the CFD are valid and in conformity with the requirements of the Act.

Section 5. Tax Lien. Upon recordation of an amended notice of special tax lien pursuant to Sections 3117.5 and 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the territory proposed to be annexed and this lien shall continue in force and effect until the collection of the tax is terminated by the City Council.

Section 6. Call and Order of Election. The City Council hereby calls and orders a special election to be held on Wednesday, August 17, 2016 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated form of the statement of the ballot measure is set forth in Exhibit C hereto and is incorporated herein by reference.

Section 7. Vote Required. If the proposition on the question of levying the special tax within the territory proposed to be annexed receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, then the territory proposed to be annexed will be added to and become part of the CFD with full legal effect and the City Council will be authorized to levy the special tax within the annexed territory.

Section 8. Submission of Ballot Proposition. The City Council hereby submits to the landowners within the territory proposed to be annexed to the CFD at the special election the ballot proposition set forth in Section 6 of this resolution. The City Council hereby authorizes the City Clerk to conduct the election.

Section 9. Conduct of Election. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within the territory proposed to be annexed to the CFD upon the date of the special election shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he, or it owns within the territory proposed to be annexed to the CFD, as provided in Government Code section 53326(b).

(b) Pursuant to Government Code section 53327, the special election shall be conducted as a mailed ballot election, in accordance with the provisions of Sections 4100-4108 of the Elections Code. There shall be no polling places for the special election.

(c) The City Clerk is authorized to mail to each landowner in the territory proposed to be annexed to the CFD a ballot in the form set forth in Exhibit C hereto.

(d) Each voter desiring to vote in favor of the measure to levy a special tax shall mark an "X" or a check mark in the voting square opposite the word "YES." To vote against the measure, the voter shall mark an "X" or a check mark in the voting square opposite the word "NO."

(e) The City Clerk shall accept the ballots of the landowners up to five minutes following the adoption of this resolution by the City Council. The City Clerk shall have available ballots

that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(f) The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(g) The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

(h) The City Council ratifies the City Clerk's mailing of the ballots in advance of the call of the election.

Section 10. General Authorization with Respect to the Election. The members of the City Council, the City Clerk, and the other officers of the City are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution. All actions heretofore taken by the officers and agents of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 11. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City has created a separate account into which the special tax proceeds shall be deposited; and the City shall prepare a report, as required, pursuant to the requirements of Section 53343.1.

Section 12. CEQA Compliance. The City Council hereby determines that the annexation of territory to the CFD is not a project as defined under the provisions of the California Environmental Quality Act ("C.E.Q.A.") pursuant to Section 15378 of the C.E.Q.A. guidelines and directs the City staff to file a notice of exemption with San Joaquin County.

Section 13. Effective Date. This resolution shall take effect immediately upon its passage.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-_____

EXHIBIT A

List of Authorized Services

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Maintenance of parks, parkways, and open space.
- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.
- (f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

CITY OF LODI

COMMUNITY FACILITIES DISTRICT NO. 2007-1

(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Dwelling Unit” means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

“Administrative Expenses” means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

“Administrator” means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor's Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor's Parcel Map” means an official map of the County Assessor designating parcels by Assessor's Parcel number.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD No. 2007-1” or **“CFD”** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

“City” means the City of Lodi.

“City Council” means the City Council of the City of Lodi.

“County” means the County of San Joaquin.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

“Multi-Family Unit” means an individual residential unit within a structure with three or more residential units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment.

“Single Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

“Single Family Unit” means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

“Taxable Property” means both Single Family Property and Multi-Family Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of

the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$500 per Single Family Unit and \$145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

EXHIBIT C

OFFICIAL BALLOT

SPECIAL TAX ELECTION
CITY OF LODI
ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)
(August 17, 2016)

Number of votes entitled to cast: 10

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) or a check mark in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk, 221 West Pine Street, Lodi, California 95240, to obtain another.

MEASURE SUBMITTED TO VOTE OF VOTERS

Ballot Measure: "Shall the City of Lodi Community Facilities District No. 2007-1 (Public Services) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 2016-122 adopted by the City Council of the City of Lodi on July 6, 2016, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California?"

YES:

NO:

NOTE: This is a special landowner election. We request that you return this ballot to the City Clerk, City of Lodi, to her office at 221 West Pine Street, Lodi, California 95240, by 4:00 p.m. on Tuesday, August 16, 2016, and no later than five minutes following the City Council's adoption of the Resolution Calling the Election on August 17, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON
WEDNESDAY, AUGUST 17, 2016, AND ORDERING THE
ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES
DISTRICT NO. 2007-1 (PUBLIC SERVICES)
(ANNEXATION NO. 4)



WHEREAS, in proceedings heretofore conducted by the City Council (the "City Council") of the City of Lodi (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council on August 17, 2016, adopted Resolution No. _____, which resolution called a special election within the territory proposed to be annexed to the City's Community Facilities District No. 2007-1 (Public Services) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution, the special election was held on August 17, 2016, and the City Clerk has duly canvassed the returns of the election and has filed with the City Council a statement of all votes cast at the election showing the whole number of votes cast within such territory and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, her certificate as to the correctness of the statement (the "Statement of Election Results"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that:

Section 1. Approval of Canvass. The canvass by the City Clerk, as shown by the Statement of Election Results is hereby ratified, confirmed, approved, and entered upon the minutes of this meeting.

Section 2. Statement of the Measure. At the election, the following measure was submitted to the qualified electors of the territory proposed to be annexed to the CFD and the number of votes cast for and against the measure was as follows:

BALLOT MEASURE	Total Votes
"Shall the City of Lodi Community Facilities District No. 2007-1 (Public Services) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 2016-122 adopted by the City Council of the City of Lodi on July 6, 2016, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California?"	YES: NO: _____ _____

Section 3. Votes Cast. The total number of votes cast in the territory proposed to be annexed to the CFD at the election was 10.

Section 4. Measure Passed. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Section 5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

Section 6. Order of Annexation. The City Council hereby determines and orders that the territory proposed to be annexed to the CFD is added to and part of the CFD with full legal effect.

Section 7. Amendment to Notice of Special Tax Lien. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien with the San Joaquin County Recorder, in accordance with the provisions of Sections 3114.5 and 3117.5 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-____

EXHIBIT A

STATEMENT OF ELECTION RESULTS

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi (the "City"), hereby certify that:

1. On August 17, 2016, at 221 West Pine Street, Lodi, California, I canvassed the returns of the election called for August 17, 2016, in the territory proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) on the following measure:

"Shall the City of Lodi Community Facilities District No. 2007-1 (Public Services) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 2016-122 adopted by the City Council of the City of Lodi on July 6, 2016, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California?"

2. The total number of qualified landowner votes eligible to be cast, the total number of votes actually cast at the election, and the total number of votes cast for and against the measure are set forth below. The totals as shown for and against the measure are full, true, and correct. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Qualified Landowner Votes	Votes Cast	YES	NO
10			

Dated: August 17, 2016

Jennifer M. Ferraiolo
City Clerk

ORDINANCE NO. ____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) (ANNEXATION NO. 4)

WHEREAS, the City Council of the City of Lodi (the "City Council") has established Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to Resolution No. 2007-59 (the "Resolution of Formation"), duly adopted on April 4, 2007, for the purpose of providing for the financing of certain public services in and for the CFD; and

WHEREAS, the City Council duly adopted Resolution No. _____ (the "Resolution") on August 17, 2016, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein; and

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on August 17, 2016, the qualified electors of such territory authorized the levy of the special tax described in the Resolution; and

WHEREAS, the City Council duly adopted Resolution No. ____ on August 17, 2016, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as "Annexation No. 4").

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Lodi:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied for fiscal year 2016-17 at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

- (a) All claims shall be filed, in writing, with the City Treasurer during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This uncodified Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2016

MARK CHANDLER
Mayor

Attest

JENNIFER M. FERRAILOLO
City Clerk
=====

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that uncodified Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2016, and was therefore passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

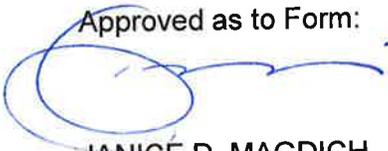
NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:



JANICE D. MAGDICH
City Attorney



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

PUBLISH DATE: SATURDAY, JULY 9, 2016

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: JENNIFER M. FERRAILOLO, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, JULY 7, 2016

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK

Jennifer M. Ferraiolo
for PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at dianer@lodinews.com at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at _____(time) EB _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

On Thursday, July 7, 2016, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution of intention to annex territory to an existing Community Facilities District (attached and marked as Exhibit A), was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 7, 2016, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**

for 
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK



**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY
TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lodi on July 6, 2016, adopted its Resolution No. 2016-122, in which it declared its intention to annex territory to existing Community Facilities District No. 2007-1 (Public Services) (the "CFD"), and to levy a special tax to pay for certain public services, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of services to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, Carnegie Forum, 305 W. Pine Street, Lodi, California.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed August 17, 2016, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: July 6, 2016


Jennifer M. Ferraiolo
City Clerk, City of Lodi



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Vacancy on the Greater Lodi Area Youth Commission

MEETING DATE: August 17, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancy on the Greater Lodi Area Youth Commission.

BACKGROUND INFORMATION: There is one additional vacancy for a student member on the Greater Lodi Area Youth Commission due to a recent resignation. On April 6 and July 6, 2016, City Council directed the City Clerk to post for five expiring terms on the Greater Lodi Area Youth Commission, with the current application deadline of August 16, 2016. Since the five vacancies have been posted since April, it is recommended that the City Council direct the City Clerk to extend the application deadline for all vacancies to September 6, 2016, to accommodate the most recent vacancy. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Greater Lodi Area Youth Commission – Student Member

Karli Baumbach Term to expire May 31, 2017

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Final Map for The Vine at Vintner's Square, Unit No. 1, Tract No. 3865

MEETING DATE: August 17, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving final map for The Vine at Vintner's Square, Unit No.1, Tract No. 3865.

BACKGROUND INFORMATION: The Vine Subdivision is bounded by Lower Sacramento Road, Taylor Road, Westgate Drive, and the northerly property line of the Vintner's Square Shopping Center. The gated development consists of 57 single-family residential lots. The developer, The Grupe Company, has elected to construct Unit No. 1 of this two-unit development. Unit No. 1 consists of 33 single-family residential lots, as shown on Exhibit A.

The Grupe Company has furnished the City with the improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development impact fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

FISCAL IMPACT: There will be an increase in long-term maintenance costs for public infrastructure and City services, such as police, fire, and parks.

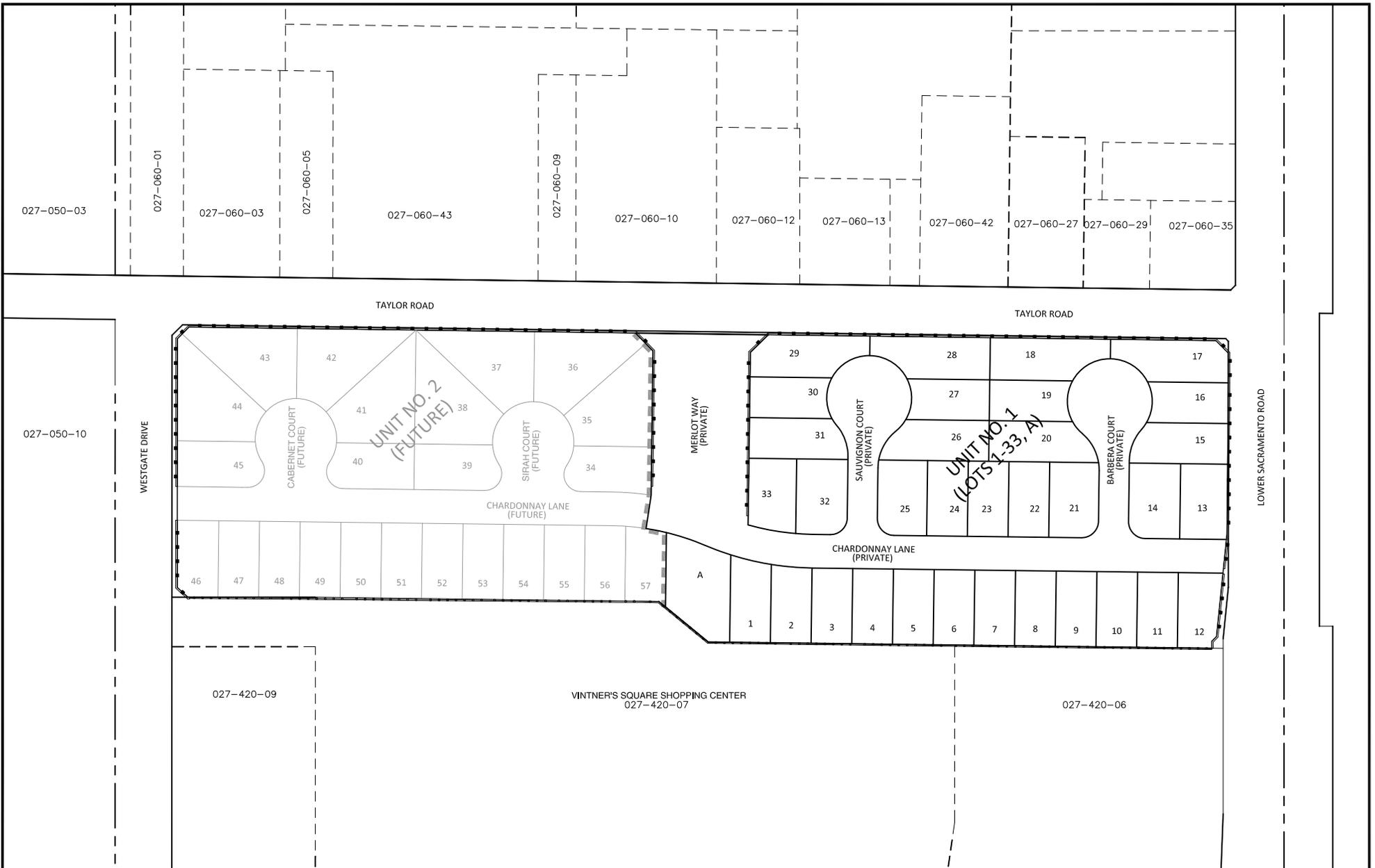
FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment

cc: Assistant Engineer Sobin
Senior Engineering Technician Wiman
The Grupe Company

APPROVED: _____
Stephen Schwabauer, City Manager

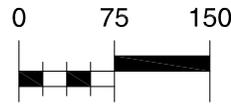
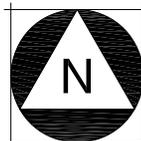


UNIT NO. 1 SUBDIVISION MAP

EXHIBIT A

DATE: JUNE, 2016

THE VINE AT VINTNER'S SQUARE
 TAYLOR ROAD AT LOWER SACRAMENTO ROAD
 LODI, CA



MCR ENGINEERING, INC.
 1242 DUPONT COURT
 MANTECA, CA 95336
 TEL : (209) 239-6229
 FAX : (209) 239-8839

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING FINAL MAP FOR THE VINE AT
VINTNER'S SQUARE SUBDIVISION, UNIT NO. 1,
TRACT NO. 3865

=====

WHEREAS, The Vine Subdivision is bounded by Lower Sacramento Road, Taylor Road, Westgate Drive, and the northerly property line of the Vintner's Square Shopping Center; and

WHEREAS, the gated development consists of 57 single-family residential lots; and

WHEREAS, the developer, The Grupe Company, has elected to construct Unit No. 1 of this two-unit development consisting of 33 single-family residential lots; and

WHEREAS, The Grupe Company has furnished the City with the improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040; and

WHEREAS, this project is part of the Community Facilities District No. 2007-1; and

WHEREAS, staff recommends approving the final map for The Vine at Vintner's Square, Unit No.1, Tract No. 3865.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the final map for The Vine at Vintner's Square, Unit No.1, Tract No. 3865.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 17, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Classification and Salary Range of Library Technician and Adding One Library Technician and Deleting One Librarian

MEETING DATE: August 17, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the classification and salary range of Library Technician and adding one Library Technician and deleting one Librarian.

BACKGROUND INFORMATION: The Lodi Public Library has historically staffed two Librarian positions. Upon discussion with the Library Services Director, the City wishes to create a new classification and assign the appropriate salary that accurately reflects the scope and responsibilities of the duties being performed and eliminate one of the vacant Librarian positions. The second Librarian vacancy will be filled in January 2017.

The Library Technician position differs from the Senior Library Assistant in that the Library Technician will be able to buy books, handle reference duties, and oversee technology needs. This classification does not require a college degree, but does require library work experience and/or some college training.

The Library Board has been apprised of this new classification and change to allocated positions and is in agreement with this recommendation.

Staff recommends Council approve the new classification and salary range for the newly created classification of Library Technician. In addition, staff requests Council approve the new salary range for Library Technician.

After discussions with and concurrence from the General Services Unit (AFSCME) the proposed salary range for the Library Technician is \$42,982 to \$52,245, which is 15 percent above the current salary range of Senior Library Assistant and 20 percent below the Librarian I classification. The job description will be part of the General Services Unit.

The Lodi Public Library is requesting to unfund one Librarian position and fund the Library Technician position. The approximate annual savings for Fiscal Year 2016/17 is \$20,258 including benefits.

FISCAL IMPACT: The fiscal impact in FY 2016/17 would be approximately \$20,258 including benefits.

FUNDING AVAILABLE: Funding available through the Lodi Public Library budget.

Adele Post, Human Resources Manager

Jordan Ayers
Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

LIBRARY TECHNICIAN

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

DEFINITION

Under general supervision, performs highly specialized library work to include acquiring and organizing library materials, directing library users to standard reference materials and databases, and providing oversight and expertise to the Library's technology requirements. Perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Library Technician is the journey level class in the Library support series. The Library Technician is distinguished from the Senior Library Assistant in that the Library Technician acquires library materials and provides reference assistance to patrons on a continual basis. This position also oversees the department technology requirements.

SUPERVISION EXERCISED AND RECEIVED

Receives direction and supervision from higher level personnel. May provide oversight and functional or technical direction to lower level and part-time positions.

EXAMPLES OF DUTIES

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

Provide reference services to library patrons in person or by phone; utilize professional reference resources including dictionaries, encyclopedias, almanacs, indexes, and handbooks;

In consultation with the City's Information Technology Division, plan and coordinate the full range technology needs for the library, including overseeing public computers, purchasing/installing necessary software, and investigating new and improved technology needs for the library; investigate computer hardware, software and operating problems;

Receive and resolve patron service complaints by researching records, providing information and taking appropriate actions to correct errors or facilitate services;

Present and participate in training and professional guidance to staff on reference and technology needs;

Processes interlibrary loan requests;

Research and create statistical information on library services;

Research and acquire Library materials;

Verify bibliographic information from a variety of sources for library materials; maintain catalog and other library files; process library materials as needed.

Perform other duties related to the operation of the department, including additional duties that enable the department to meet the diverse needs of its community.

MINIMUM QUALIFICATIONS

Knowledge of:

Library operations, terminology, procedures, policies and organization; library materials and resources; library functions including circulation, reference and administration;

General reference and readers advisory sources, practices, and procedures;

Technological applications in libraries, including the use of computer and technology within cutting-edge libraries;

Library classification and cataloging methods and protocols;

Sirsi, or similar library automated system;

Books, authors, bibliographies and reference materials;

English usage, spelling, grammar, and punctuation;

Customer relations and public relations techniques, including telephone and online customer etiquette.

Ability to:

Respond to reference questions; learn a variety of online databases and library resources, and teach the public basic use of such resources;

Select materials to meet general library and community needs.

Oversee the technological needs of a library, including the analysis, purchase and utilization of various computer hardware and software;

Interact with the public effectively and courteously; exercise independent judgment and tact in the applications of rules, regulations, policies, and procedures and in difficult or sensitive situations in person, over the telephone, or in an online environment;

Complete work with minimal supervision and instruction;

Establish and maintain cooperative and effective relationships with those contacted during the course of work.

EDUCATION AND EXPERIENCE

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Education:

Equivalent to the completion of high school; Associate of Science degree from an accredited community college in Library, Information Technology or related field is highly desirable.

Experience:

Two years of experience comparable to that of the Senior Library Assistant in the City of Lodi.

Working Conditions:

Requires the ability to exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; some positions require sufficient hand/eye coordination to perform skilled repetitive movements, such as typing, filing, data entry, and/or use of calculator, or other office equipment or supplies; may involve extensive Video Display Terminal exposure.

May require physical conditions necessary for standing, walking, sitting, carrying, pushing, bending at waist, stooping, crouching, reaching, kneeling, and crawling under furniture. May require the ability to climb up ladders or step stools. Independently lift and carry books weighing up to 10 lbs. Independently move boxes or other materials or equipment weighing up to 10 lbs. from one location to another. Tasks require visual perception and discrimination as well as oral communications ability.

Positions in this classification may be required to work evenings and weekends.

FLSA STATUS: NON-EXEMPT

RESOLUTION NO. 2016-

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CLASSIFICATION AND SALARY
RANGE FOR LIBRARY TECHNICIAN AND ADDING
ONE LIBRARY TECHNICIAN AND DELETING
ONE LIBRARIAN

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification for the position of Library Technician attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for Library Technician is hereby approved and shall be as follows:

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Library Technician	\$42,982.20	\$45,131.28	\$47,387.88	\$49,757.28	\$52,245.12

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve adding one Library Technician and deleting one vacant Librarian position.

Dated: August 17, 2016

=====

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held August 17, 2016 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
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JENNIFER M. FERRAILOLO
City Clerk

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Receives direction and supervision from higher level personnel. May provide oversight and functional or technical direction to lower level and part-time positions.

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