



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 20, 2014

Time: Closed Session 6:15 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Robison

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 California Coastal Cleanup Day / National Pollution Prevention Week Proclamation (PW)
- B-2 Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

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

- C-1 Receive Register of Claims in the Amount of \$3,244.309.34 (FIN)
- C-2 Approve Minutes (CLK)
 - a) August 5 and 12, 2014 (Shirtsleeve Sessions)
 - b) August 6, 2014 (Regular Meeting)
- C-3 Approve Specifications and Authorize Advertisement for Bids for Replacement Battery Bank at Industrial Substation (EU)
- Res. C-4 Adopt Resolution Awarding Bids for the Purchase of Vaults, Service Boxes, and Box Pads from Jensen Precast, of Sacramento (\$66,984.84), and Old Castle Precast, of Pleasanton (\$21,459.60) (EU)
- Res. C-5 Adopt Resolution Awarding Bids for the Purchase of Trayer Padmount Switches from Trayer Engineering Corporation, of San Francisco (\$154,799.10) (EU)
- Res. C-6 Adopt Resolution Awarding Bids for the Purchase of Padmount Transformers from Howard Industries, of Laurel, Mississippi (\$33,327.72), and Hees Industries, of Astoria, Oregon (\$21,732.84) (EU)

- Res. C-7 Adopt Resolution Awarding Bids for the Purchase of Triplex Cable from Prysmian, c/o Pacific Utilities, of Concord (\$13,806.22) (EU)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Approve the Purchase of 45 TASERS® from ProForce Law Enforcement, of Prescott, Arizona (\$52,654) (PD)
- Res. C-9 Adopt Resolution Approving the Issuance of Service Purchase Order to BSK Associates, of Fresno, for Laboratory Services for Unregulated Contaminant Monitoring Rule 3 Testing Requirements (\$23,970) (PW)
- C-10 Accept Improvements Under Contract for Hutchins Street Square Pool Filtration System Upgrade Project (PW)
- C-11 Accept Improvements Under Contract for Hutchins Street Square South Entrance Americans with Disabilities Act Project, 125 South Hutchins Street (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 2 to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$19,000) (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Kratos Public Safety & Security Solutions, Inc., of San Diego, for Repairs and Maintenance of City Security Doors, Gates, and Access Control (\$75,000) (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute Amendment to Lease Agreement with Verizon Wireless for Ground Space Lease at 114 North Main Street (PW)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation, and Air Conditioning Maintenance Services on City Facilities (\$60,000) (PW)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Task Order No. 26 and Task Order No. 27 with Langan Treadwell Rollo for Central Plume and Citywide Plume Management Services and Appropriating Funds (\$65,450) (PW)
- Res. C-17 Adopt Resolution Authorizing the City Manager to Execute Reimbursement Agreement with Lodi Iron Works for Utility Service Project (\$38,388.12) (EU)
- Res. C-18 Adopt Resolution Authorizing the City Manager to Execute an Agreement to Participate in the CALNET 3 Contract Between the State of California and AT&T Through June 30, 2018 (CM)
- Res. C-19 Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into a Fee Agreement with the Law Offices of Judith Propp for Continued Legal Services (Not to Exceed \$30,000) (CA)
- C-20 Authorize the City Attorney to Issue "Comfort Letter" to Lodi House, a California Non-Profit Corporation, in Connection with the Purchase of Property Located at 238 South Pleasant Avenue and 221 West Lodi Avenue (CA)
- Res. C-21 Adopt Resolution Approving Government Crime Policies and Faithful Performance of Duty Coverage for the Purpose of Bonding City Officers and Employees and Establishing Policy Limits (CM)
- Res. C-22 Adopt Resolution Rescinding Resolutions 2000-211 and 2012-165 and Approving Benefit Modifications for Council Members (CM)
- C-23 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- C-24 Receive Report Regarding Communications Pertaining to Assembly Bill 2052 (Gonzalez) and Assembly Bill 2378 (Perea) (CLK)
- C-25 Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2014 Calendar Year Per Government Code Section 87306.5 (CA)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Appointments to the Greater Lodi Area Youth Commission (Student Appointees) and Lodi Improvement Committee and Post for Vacancy on the Greater Lodi Area Youth Commission (Adult Advisor) (CLK)

I. Regular Calendar

Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 2.12 – City Manager – by
(Introduce) Repealing and Reenacting Section 2.12.040, “Bond,” in Its Entirety (CM)

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

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1896 Entitled, “An Ordinance of the Lodi City Council Amending Lodi
(Adopt) Municipal Code Chapter 17.52, ‘Tentative Map Filing and Processing,’ by Repealing and Reenacting Section 17.52.120 (B)(1), ‘Application Content,’ Relating to Vesting Tentative Maps” (CLK)

K. Adjournment

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

Jennifer M. Robison
City Clerk

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

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



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Proclamation Proclaiming September 20, 2014 as “California Coastal Cleanup Day” and September 15 - 21, 2014 as “National Pollution Prevention Week” in Lodi

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming September 20, 2014 as “California Coastal Cleanup Day” and September 15 - 21, 2014 as “National Pollution Prevention Week” in Lodi.

BACKGROUND INFORMATION: Every year, on the third Saturday in September, people join together at sites all over California to take part in the State's largest volunteer event, California Coastal Cleanup Day. In 2013, over 58,000 volunteers removed almost 750,000 pounds of trash and recyclables from California's beaches, lakes, and waterways. Families, friends, coworkers, scout troops, school groups, service clubs, and individuals come together to celebrate and share their appreciation of California's fabulous coast and waterways. The event is part of the International Coastal Cleanup, organized by the Ocean Conservancy, which is the largest volunteer event on the planet.

Vast amounts of plastic debris litter the world's oceans, and most of this debris comes from land. Our beaches are collecting spots for trash from city streets and highways. Trash can travel via inland waterways, storm drains, sewers, and wind, and then eventually ends up on the coast. If not removed, this debris will end up in the ocean. Beach cleanups are a last line of defense to prevent debris from causing harm to our oceans, to wildlife, to our coastal economies, and even to beach-goers.

2014 will be Lodi's twelfth year participating in this annual event. In 2013, over 240 volunteers removed almost 500 pounds of trash and recyclables from Lodi Lake and nearby waterways. This year, Lodi Lake Coastal Cleanup participants are encouraged to ride their bicycles to the cleanup event. A bicycle valet and safe parking area will be designated near the Discovery Center.

National Pollution Prevention Week is an opportunity for City of Lodi to bring awareness to ways in which we can all on a daily basis prevent pollution and to celebrate the volunteers and residents throughout the City of Lodi who actively participate in pollution prevention activities.

A representative of the Public Works Department will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

MEETING DATE: August 20, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Mayor Katzakian present the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

BACKGROUND INFORMATION: The City of Lodi has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. This is the twenty-first consecutive year that the City has been awarded this Certificate of Achievement.

The award represents a significant achievement by the government and its management. It reflects the commitment of the governing body and staff to meeting the highest principles of financial reporting. The award program was instituted to encourage all government units to prepare and publish an easily readable and understandable Comprehensive Annual Financial Report covering all funds and financial transactions of the government during the fiscal year. In order to receive the award, the entity had to satisfy nationally recognized guidelines for effective presentation of financial information.

When a Certificate of Achievement for Excellence in Financial Reporting Award is granted to an entity, a Certificate of Recognition is also presented to the individuals designated as being primarily responsible for its having achieved the award. This Certificate of Recognition is being presented to:

Ruby R. Paiste, Financial Services Manager
Wendy Corder-Dowhower, Supervising Accountant

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers
Deputy City Manager

JA/ja

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through July 31, 2014 in the Total Amount of \$3,244,309.34.

MEETING DATE: August 20, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,244,309.34.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,244,309.34 through 07/31/14. Also attached is Payroll in the amount of \$1,339,566.94.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Accounts Payable
Council Report

Page - 1
Date - 08/06/14

| As of Thursday | Fund | Name | Amount |
|-------------------|-------|--------------------------------|--------------|
| 07/31/14 | 00100 | General Fund | 829,860.98 |
| | 00120 | Vehicle Replacement Fund | 28.08 |
| | 00160 | Electric Utility Fund | 122,861.70 |
| | 00161 | Utility Outlay Reserve Fund | 46,095.22 |
| | 00164 | Public Benefits Fund | 3,559.65 |
| | 00168 | Environmental Compliance | 7,541.40 |
| | 00170 | Waste Water Utility Fund | 49,920.97 |
| | 00175 | IMF Storm Facilities | 2,036.25 |
| | 00180 | Water Utility Fund | 38,491.58 |
| | 00181 | Water Utility-Capital Outlay | 1,372,385.30 |
| | 00210 | Library Fund | 10,911.73 |
| | 00211 | Library Capital Account | 28,889.87 |
| | 00260 | Internal Service/Equip Maint | 56,577.42 |
| | 00270 | Employee Benefits | 7,925.35 |
| | 00300 | General Liabilities | 95,420.64 |
| | 00301 | Other Insurance | 153,928.00 |
| | 00310 | Worker's Comp Insurance | 49.71 |
| | 00320 | Street Fund | 39,037.38 |
| | 00321 | Gas Tax-2105,2106,2107 | 6,580.05 |
| | 00325 | Measure K Funds | 13,093.80 |
| | 00340 | Comm Dev Special Rev Fund | 13,572.55 |
| | 00347 | Parks, Rec & Cultural Services | 38,898.08 |
| | 01211 | Capital Outlay/General Fund | 35,956.89 |
| | 01214 | Arts in Public Places-IMF | 300.00 |
| | 01241 | LTF-Pedestrian/Bike | 32,805.15 |
| | 01250 | Dial-a-Ride/Transportation | 157,761.14 |
| | 01251 | Transit Capital | 12,482.05 |
| | 01410 | Expendable Trust | 29,043.00 |
| Sum | | | 3,206,013.94 |
| | 00190 | Central Plume | 27,887.59 |
| | 00192 | Busy Bee Plume | 10,407.81 |
| Sum | | | 38,295.40 |
| Total Sum | | | 3,244,309.34 |

Council Report for Payroll

| Payroll | Pay Per Date | Co | Name | Gross Pay |
|-------------------|--------------|-------|--------------------------------|--------------|
| Regular | 07/20/14 | 00100 | General Fund | 754,684.64 |
| | | 00160 | Electric Utility Fund | 160,408.09 |
| | | 00161 | Utility Outlay Reserve Fund | 4,851.71 |
| | | 00170 | Waste Water Utility Fund | 115,153.95 |
| | | 00180 | Water Utility Fund | 10,990.57 |
| | | 00210 | Library Fund | 25,654.89 |
| | | 00260 | Internal Service/Equip Maint | 18,014.38 |
| | | 00321 | Gas Tax-2105,2106,2107 | 31,484.68 |
| | | 00340 | Comm Dev Special Rev Fund | 24,546.86 |
| | | 00347 | Parks, Rec & Cultural Services | 111,133.25 |
| | | 01250 | Dial-a-Ride/Transportation | 7,919.47 |
| Pay Period Total: | | | | |
| | | | Sum | 1,264,842.49 |
| Retiree | 08/31/14 | 00100 | General Fund | 74,724.45 |
| Pay Period Total: | | | | |
| | | | Sum | 74,724.45 |



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 5, 2014 (Shirtsleeve Session)
b) August 6, 2014 (Regular Meeting)
c) August 12, 2014 (Shirtsleeve Session)

MEETING DATE: August 20, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 5, 2014 (Shirtsleeve Session)
b) August 6, 2014 (Regular Meeting)
c) August 12, 2014 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Jennifer M. Robison
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 5, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 5, 2014, commencing at 7:02 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Information Regarding Local Bidding Policies (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding local bidding policies. Specific topics of discussion included local hiring ordinance, purchasing flow chart, exemptions, other agencies' contracts, and contracts awarded to local firms.

In response to Council Member Mounce, Mr. Sandelin stated that, for the smaller projects, staff has the discretion to contact three vendors of its choice and every effort is made to default to local vendors.

In response to Council Member Nakanishi, Mr. Sandelin stated that the City regularly works with engineering companies from the Lodi, Stockton, and Manteca areas.

In regard to formally bidding Public Works contracts that are larger than \$5,000, Council Member Johnson questioned whether that figure was too low, to which Mr. Sandelin responded that the requirement is set forth in the public contracts code. Staff has the ability to raise that limit, and he has suggested increasing the amount to \$20,000 in the past.

City Manager Schwabauer explained that there is a system in the public contracts code to increase the \$5,000 amount; however, there are cumbersome requirements associated with doing so and it could create a burden on staff to comply with the code requirements for each and every project.

In response to Council Member Mounce, City Attorney Magdich stated she would review the public contracts code and report back to Council on the process associated with increasing the \$5,000 limit and what the reporting requirements would be to comply with state law.

In response to Council Member Johnson, Mr. Sandelin stated that Lodi is one of the few cities still at the \$5,000 level. Deputy City Manager Jordan Ayers described his experience with another organization that increased the level, stating that it was an effective way of delivering a project in excess of \$5,000; however, due to difficulties in the administrative aspect, the organization ultimately contracted that portion to a third party administrator.

Council Member Mounce stated she would not be in favor of increasing the threshold if it meant hiring a contractor to administer the program.

Council Member Johnson suggested reviewing the \$2,500 level that initiates the bidding process,

which was recently increased from \$500, to make the process less cumbersome. Council Member Mounce expressed apprehension in increasing the limit as she felt there should be a process followed when spending public funds. Mr. Schwabauer stated that the process is less burdensome and involves a smaller amount of paperwork than projects set forth in the public contracts code. Mr. Sandelin added that increasing the limit from \$500 to \$2,500 was a positive change and has reduced staff workload substantially.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin and Mr. Schwabauer explained the process of using other agencies' contracts, such as US Communities, California Association for Consolidated Transportation, and California Multiple Award Schedules, stating that those agencies have followed state bidding laws and cities may "piggyback" on those contracts. Council Member Mounce pointed out that there is a benefit for the League of California Cities in utilizing US Communities.

In response to Council Member Nakanishi, Mr. Sandelin stated that, if bidders' prices were too high, the City would reject the bids and re-bid the project; however, he has not found high prices to be an issue when going through other agencies' contracts.

In response to Mayor Pro Tempore Hansen, Mr. Ayers stated there were pros and cons in moving to a decentralized purchasing program, but overall it appears to be working well. The City has access through publicly bid contracts for office supplies, staff can easily purchase supplies on-line using a City Cal-Card, and there is greater warehouse availability that is now utilized by staff.

In response to Council Member Mounce, Mr. Ayers stated that the prices for office supplies are low because the contract went through the competitive bid process and those prices are honored in store as well.

In response to Council Member Johnson, Mr. Sandelin stated that staff routinely shops prices when it comes to vendors but also considers a firm's local knowledge, history with a project, and its overall operation. Attempts are made to not single out a specific vendor to handle a project repeatedly.

In response to Council Member Mounce, Mr. Sandelin stated he has the Alamo Alarm contract on his desk for review.

In response to Council Member Nakanishi, Mr. Sandelin explained that the City is required to accept the lowest bid on construction projects.

In response to Council Member Mounce, Mr. Sandelin stated that Council has made it clear that it is opposed to excessive contract change orders on a project and stated that staff makes a significant effort to ensure there are few, if any, change orders associated with projects and it builds a contingency amount into contracts to cover any unexpected issues.

In response to Council Member Johnson, Mr. Schwabauer stated that the City's recent carpet replacement project went through the US Communities program and was not bid by the City. Local vendors have the opportunity to submit bids through the US Communities program, and an agency cannot mix the two options of using an agency's contract and bidding on its own.

John Slaughterback expressed concern with the bidding process, stating that it adds bureaucratic red tape to an already stringent process and increases the financial burden, which is passed on to rate payers. Mr. Schwabauer confirmed that no changes were being made to the process and this was only an overview on procedures currently being followed.

Tiffany Gomes questioned how the decision was made to use an agency contract for the carpet

replacement program instead of going out to bid, to which Mr. Sandelin stated that staff did not have the expertise on this project and felt confident utilizing the program and its expert to draw up the specifications.

Council Member Johnson suggested utilizing the agency contract for the consultant to prepare the specifications and then bidding the project locally, to which Mr. Schwabauer explained that the two options cannot be mixed. The project may either be bid locally, or a city may utilize an agency's pre-bid contract for the entire project. Mr. Schwabauer further responded that programs such as US Communities typically advertise for bids in trade magazines and websites and it is incumbent upon local contractors to search for those opportunities.

Council Member Mounce suggested that the Chamber of Commerce include a link to these programs on its website so its member businesses are aware of these bidding opportunities. Mr. Schwabauer stated he would look into the matter.

In response to Pat Patrick, CEO of the Chamber of Commerce, Mr. Schwabauer explained the California communities system process, stating that vendors bid an open contract at the beginning of the year, it would not be for a specific project or specific to this community, it would set forth specifications and prices, and cities and agencies statewide can choose that bid rather than bidding a project itself.

In response to Myrna Wetzel, Mr. Schwabauer reiterated that the City can either bid a project itself or utilize the California communities system, but it cannot do both as it would be an unfair trade practice of shopping for best prices. If a project were to bid locally, the City would transmit bid specifications to the various contractor exchanges and advertise locally.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:58 a.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 6, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 6, 2014, was called to order by Mayor Katzakian at 6:50 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:50 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:58 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:03 p.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of August 6, 2014, was called to order by Mayor Katzakian at 7:03 p.m.

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

Absent: None

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

B. Presentations - None

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Claims were approved in the amount of 15,673,060.67.

C-2 Approve Minutes (CLK)

The minutes of July 10, 2014 (Special Joint Meeting w/Lodi Arts Commission), July 15, 2014 (Shirtsleeve Session), July 16, 2014 (Regular Meeting), July 22, 2014 (Shirtsleeve Session), July 22, 2014 (Special Meeting), and July 29, 2014 (Shirtsleeve Session) were approved as written.

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

Received report of sale of surplus equipment.

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

Accepted the quarterly investment report as required by the City of Lodi Investment Policy.

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

Approved the specifications and authorized advertisement for bids to procure underground electric utility cable.

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

Adopted Resolution No. 2014-131 authorizing the purchase of 2014 Vac-Con Combination Sewer and Storm Drain Cleaner from Municipal Maintenance Equipment, of Sacramento, in the amount of \$397,066.32.

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

Adopted Resolution No. 2014-132 approving purchase of bucket truck from Altec Industries Inc., of Dixon, in the amount of \$141,463.27.

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

Adopted Resolution No. 2014-133 awarding contract for Turner Road Overlay, Loma Drive to Pleasant Avenue, to George Reed, Inc., of Modesto, in the amount of \$664,081.

C-9 Adopt Resolution Awarding Contract for 2014 Crack Sealing, Various City Streets, to Graham Contractors, Inc., of San Jose (\$60,416.13), and Appropriating Funds (\$15,000)

(PW)

Adopted Resolution No. 2014-134 awarding contract for 2014 Crack Sealing, Various City Streets, to Graham Contractors, Inc., of San Jose, in the amount of \$60,416.13, and appropriating funds in the amount of \$15,000.

C-10 Adopt Resolution Awarding Contracts for Fire Station No. 2 Replacement Project to Diede Construction, Inc., of Woodbridge, for Construction (\$4,227,740) and Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$150,000) and Appropriating Funds (\$5,231,400) (PW)

This item was removed from the Consent Calendar by Council Member Nakanishi for comment and Council Member Johnson for further discussion.

In response to Council Member Nakanishi, City Manager Schwabauer confirmed that the Fire Station No. 2 project is not being funded by debt and explained it is being funded through a combination of funding: restructuring of the general fund debt and saved interest rates; savings from sales tax received as part of the Lodi Energy Center project; the capital fund; unanticipated three percent growth in property tax; and money from the vehicle replacement fund in the Fire department.

Council Member Johnson expressed his concern that, although Fire Station No. 2 is in dire need of repair, the project came in over budget and aspects of the project should be refined in order to reduce the cost. For that reason, he could not support the motion.

Construction Project Manager Gary Wiman stated that staff has met with the contractor and there are options to reduce some of the costs, but not enough to make up the difference in the final contract price. Additionally, \$500,000 is marked as contingency and the hope is that by project end enough credits and changes will be worked out to return the contingency amount. A major factor of the project was that it fit aesthetically with the community, including the Lincoln School site; the Site Plan and Architectural Review Committee unanimously approved the project; and the building will be 500 square feet larger than Fire Station No. 4. The primary reason for the increase in cost is due to the economy, and staff will work with Diede Construction on value engineering to try to reduce the costs.

In response to Council Member Mounce, Mr. Wiman stated that the project was developed with experienced architects familiar with fire stations and meetings were held with fire staff to ensure the design met the department's needs. Ms. Mounce stated that she trusted staff would be good stewards of taxpayer dollars on this project and it would be a significant improvement to Cherokee Lane.

In response to Mayor Pro Tempore Hansen, Mr. Wiman stated that the anticipated construction time is 15 months, staff has performed a site investigation, and there is need for minor asbestos abatement. Mr. Hansen expressed support for this project, stating that this facility will be used 24 hours a day every day and it is an efficient layout.

In response to Council Member Nakanishi, Mr. Wiman stated that the building is anticipated to last for a minimum of 50 years and the oldest station, Fire Station No. 1, was built in 1967.

Council Member Mounce made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-138 awarding contracts for Fire Station No. 2 Replacement Project to Diede Construction, Inc., of Woodbridge, for construction in the amount of \$4,227,740 and Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$150,000 and appropriating funds in the amount of \$5,231,400.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services for Rose Gate Subdivision Project (\$150,000) (PW)

Council Member Mounce questioned when the developer would be reimbursing the City for this cost, to which Public Works Director Wally Sandelin responded that the payment has been submitted.

Adopted Resolution No. 2014-135 authorizing the City Manager to execute Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services for Rose Gate Subdivision Project in the amount of \$150,000.

C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with the Salvation Army for Administration and Implementation of the Lodi CARE Package Program (\$60,000) (EU)

Adopted Resolution No. 2014-136 authorizing the City Manager to execute Professional Services Agreement with the Salvation Army for administration and implementation of the Lodi CARE Package Program in the amount of \$60,000.

C-13 Adopt Resolution Authorizing the Public Works Director, City Engineer, or Part-Time Senior Civil Engineer to Execute and Accept Dedications on Final Parcel Maps (PW)

Adopted Resolution No. 2014-137 authorizing the Public Works Director, City Engineer, or part-time Senior Civil Engineer to execute and accept dedications on final parcel maps.

C-14 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

This item was removed from the Consent Calendar at the request of John Slaughterback, member of the public.

John Slaughterback questioned why these digesters cost the City \$3 million and suggested there are procedures that staff could have taken to prevent this from being an emergency, including taking one digester offline to be repaired while the others continued to operate. He believed this cost would be passed onto rate payers and he did not appreciate the City using the scare tactic of fines from the State control board, stating that he believed the board would be willing to work with the City if it were making reasonable attempts to correct an issue in order to meet the permit obligations. He requested to receive information on why this project was so costly.

Council Member Mounce suggested a Shirtsleeve Session on this matter. City Manager Schwabauer responded that he believed staff adequately presented its reasons to proceed with this project and he felt certain that Mr. Slaughterback would not accept the City's answer even if it were further explained at a Shirtsleeve Session.

Council Member Johnson stated he was not interested in revisiting the issue; however, he was

curious about Mr. Slaughterback's point regarding the State control board. Typically the board is willing to work with cities during the permit approval process and he questioned why the board would not be willing to do so in this case, thereby, avoiding the emergency situation. He requested further explanation on that issue, to which Mr. Schwabauer responded he would provide Council with the information.

Mayor Pro Tempore Hansen described past experiences with the board and recalled that staff believed the board may be willing to work with the City on this situation, to which Public Works Director Wally Sandelin stated that the board will typically work with an agency as long as it can demonstrate that it is taking all appropriate measure to move forward quickly.

In response to Council Member Mounce, Mr. Schwabauer stated that the steel roofs on the digesters were 40 years old and are in a constant corrosive environment, which contributed greatly to its deteriorated condition. He felt confident that current technology exists that would coat the metal in a much more efficient manner than what existed 40 years ago. Ms. Mounce stated that the City needs to be more mindful of its community assets to ensure they are maintained properly and will not need to be repaired in an emergency situation.

In response to Mayor Katzakian, Mr. Sandelin stated that the plan is to repair one first, followed by the second, keeping one in operation. He stated he would return to Council with information regarding a maintenance software system.

Mayor Katzakian made a motion, second by Mayor Pro Tempore Hansen, to accept the update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-15 Set Public Hearing for September 3, 2014, to Consider and Approve the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2014/15 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from Previous Years (CD)

Set public hearing for September 3, 2014, to consider and approve the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an amendment of the 2014/15 Action Plan to accommodate the reallocation of unused CDBG funds from previous years.

- 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.

None.

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

Council Member Nakanishi reported on a successful National Night Out, which had a turnout of 71 neighborhood groups. He thanked Senior Volunteer and Crime Prevention Coordinator Chet Somera and the Lodi Police Department for organizing the event. Many of the citizen questions focused on gangs in Lodi and a majority of the people he spoke with felt that Lodi was a safe community. He noticed there were no organized parties on the east side and he encouraged neighbors and churches in that area to participate next year.

Council Member Mounce also commented on National Night Out, stating she attended three parties, including one at Casa de Lodi, which were on the east side; residents along the river complained of homeless individuals and reports of fires and thefts due to these uninvited guests; and a majority of seniors at Casa de Lodi expressed fear of walking through the complex. She informed the public that Council has asked for a Shirtsleeve Session to discuss the homeless situation and ways to find safer, more agreeable locations for activities aimed at helping these individuals. Ms. Mounce reported that she was reappointed as the League of California Cities at-large member of the board of directors, on which she has served since 2009.

Council Member Johnson applauded Caltrans for its efforts to clean up the accumulation of brush and dead trees and grass on the east side of Turner Road near Casa de Lodi, which had caused several fires in the area; however, he requested that Caltrans be contacted to clean the debris and trash from the Highway 99 off ramps throughout Lodi.

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

None.

G. Public Hearings

NOTE: The following public hearing items were heard out of order.

G-2 Public Hearing to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 227 Medium-Density Residential and 330 High-Density Residential Growth Management Allocations for Reynolds Ranch Subdivision (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adopting resolution approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for Reynolds Ranch Subdivision.

Senior Planner Craig Hoffman provided a PowerPoint presentation regarding the request to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for the Reynolds Ranch subdivision. Specific topics of discussion included details of the request, vicinity and subdivision maps, Planning Department guidelines, Growth Management Allocation history, Growth Management Allocation for 2014, Growth Management Allocations for Reynolds Ranch, environmental review, and recommendation.

In response to Council Member Mounce, Dale Gillespie, representing Reynolds Ranch, stated the project is divided into three phases, the first of which is the largest, and he anticipated three years for the project to fully develop, depending on market forces. In further response, Mr. Gillespie confirmed that the Planning Commission approved and vested the subdivision map at its June 25 meeting.

In response to Mayor Pro Tempore Hansen, Mr. Gillespie clarified that the phase, which includes the 227 single-family homes, would potentially be built in three years, but the 330 high-density units would be built in phases and he did not have a timeframe yet for that portion of the project.

Mayor Katzakian opened the public hearing for public comments.

Receiving no public comments, Mayor Katzakian closed the public hearing.

Council Member Mounce stated she could not support this request because of the loophole in the vesting tentative map process that locks in the impact fee at the lower rate, which was intended to be temporary. She expressed disappointment that the Planning Commission approved this project knowing Council had this concern and was planning to correct it.

Mayor Pro Tempore Hansen made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-139 approving the Planning Commission's recommendation to authorize 227 medium-density residential and 330 high-density residential Growth Management Allocations for Reynolds Ranch Subdivision.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

G-1 Public Hearing to Consider and Adopt Resolutions of Necessity for the Acquisition in Eminent Domain of Certain Real Property for Public Purposes, Namely the Real Property Identified Below, in Connection with the Harney Lane Grade Separation Project: a) A Portion of Property Located at 13160 North West Lane (APN 058-110-47), Negotiating Party: F&L Costa Family L.P. (Felix Costa & Sons); and b) A Portion of Property Located at 120 East Harney Lane (APN 058-130-24), Negotiating Party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust (CA)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider and adopt resolutions of necessity for the acquisition in eminent domain of certain real property for public purposes, namely the real property identified below, in connection with the Harney Lane Grade Separation Project: a) a portion of property located at 13160 North West Lane (APN 058-110-47), negotiating party: F&L Costa Family L.P. (Felix Costa & Sons); and b) a portion of property located at 120 East Harney Lane (APN 058-130-24), negotiating party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust.

City Attorney Magdich provided a presentation regarding the resolutions of necessity for the acquisition in eminent domain of certain real property for public purposes in connection with the Harney Lane Grade Separation Project. Specific topics of discussion included the number of acres being acquired from the two remaining properties, F&L Costa Family and the Tsutsumi Trust; the construction of an overhead grade crossing over the tracks and widening of Harney Lane between Hutchins and Stockton Streets; main objectives of the project; past and on-going negotiations with both property owners; resolutions of necessities and description of the four findings Council must make; and recommendation.

In response to Council Member Nakanishi, Ms. Magdich confirmed that this action would give the City eminent domain power if the parties cannot reach an agreement and that the purpose of acquiring these property rights is for public interest and not for financial gain.

In response to Mayor Pro Tempore Hansen, Ms. Magdich stated that negotiations were initially with ten property owners, agreements have been reached with eight, and two property owners remain.

In response to Council Member Johnson, Ms. Magdich stated there is a detailed process involved with this procedure that will take time and the City needs to be ready for construction, including the acquisition of properties, in order to accept the funds when they become available in January 2015.

City Manager Schwabauer informed Council that the two remaining properties are the largest pieces of property being acquired and both have a number of factors associated with their operations that have affected the timing of negotiations, but both property owners have been cooperative and responsive during this process.

Mayor Katzakian opened the public hearing for public comment.

Steve Herum, representing both the Costa Family and the Tsutsumi Trust, expressed appreciation to the City Manager and City Attorney for their positive, professional, and understanding approach during this negotiation process. He stated his clients' goal is to reach agreement without litigation being filed and they are opposed to the proposed resolutions. He disagreed with the finding that the proposed project will be "most compatible with the public good and the least private injury," stating that the design to build the project as an overpass, versus an underpass, takes a greater amount of property from property owners. The selected design is not the one with the least amount of suffering and cost, and he stated his clients should be appropriately compensated for their loss. He stated that, if Council were to approve the resolutions of necessity tonight, a lawsuit can be filed the next day, which could potentially stifle negotiations. He requested Council postpone this decision and give the parties time to reach agreement.

Felix Costa also expressed appreciation to staff for its time, consideration, and the professional manner in which it has handled the negotiations thus far. He stated the overhead alternative selected by Council was the less expensive option for the City; however, it placed a greater burden on the property owners by taking three times more land and, for his property, eliminating 3.5 acres of trees, which represents a loss of income. Mr. Costa detailed the issues he is faced with as a cherry grower and how timing of this project could negatively affect his operations. He requested additional time for the parties to negotiate an agreement.

In response to Mayor Pro Tempore Hansen, Mr. Costa stated he felt City staff had a good understanding on his timing issues relating to irrigation.

Gary Tsutsumi, representing the Tsutsumi family trust, stated that progress has been made during negotiations and requested that Council not move forward with the resolutions of necessity so that the parties can continue to negotiate in good faith. He too detailed the issues he is faced with as a cherry and grape grower and how the schedule impacts his business. He felt that the property owners are being faced with the greatest impact from this project and not enough consideration has been given to the burdens and financial impacts with which they are facing.

Mike Carouba suggested that, in the future, staff handle negotiations of this type, versus contracting it out, as it is well-equipped to do so and it would speed up the process.

Doug Kuehne commented that he worked for the Costa family in the past and spoke very highly of how the Costa family business is managed, adding that he would not like to see them lose any trees.

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

In response to Council Member Nakanishi and Mayor Katzakian, Ms. Magdich suggested Council approve the resolutions of necessity but direct staff to hold off filing a lawsuit for 30 days or a date certain in order to keep this project on schedule.

Council Member Mounce stated she would not support this request because she is adamantly opposed to eminent domain and stated the parties should be given additional time to reach an agreement.

Mayor Pro Tempore Hansen stated he would support the 30-day extension to file the lawsuit and questioned what will happen once the motion is filed. Ms. Magdich responded that filing the action in court does not mean immediate possession of the land and there are time limits and noticing requirements associated with such action. Mr. Hansen added that the City hired a consultant to handle the property negotiation because it would have been a substantial undertaking for staff to negotiate with all ten property owners on its own.

Council Member Johnson reminded the public that this process of acquiring property rights is for portions of properties only and no one will be displaced.

Council Member Johnson made a motion, second by Mayor Katzakian, to adopt the following resolutions of necessity for the acquisition in eminent domain of certain real property for public purposes, namely the real property identified below, in connection with the Harney Lane Grade Separation Project: a) Resolution No. 2014-140 regarding a portion of property located at 13160 North West Lane (APN 058-110-47), negotiating Party: F&L Costa Family L.P. (Felix Costa & Sons); and b) Resolution No. 2014-141 regarding a portion of property located at 120 East Harney Lane (APN 058-130-24), negotiating party: Diane Y. Tsutsumi and Gary Tsutsumi, Trustee of the Gary & Joyce Tsutsumi 2011 Trust; and further directed the City Attorney to hold the resolutions in abeyance for 30 days, after which the City Attorney has the authority to proceed with filing the law suit, if necessary.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

H. Communications

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

Council Member Mounce made a motion, second by Council Member Johnson, to make the following appointments:

Library Board of Trustees

Charlene Martin, term to expire June 30, 2017

Lodi Arts Commission

Tabitha Johnson, term to expire July 1, 2017

Catherine Metcalf, term to expire July 1, 2017

Richard Vasquez, term to expire July 1, 2016

Lodi Planning Commission

William Cummins, term to expire June 30, 2018

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Provide Direction Regarding Wine Country Cardroom and Restaurant Request for Ordinance Change Increasing the Number of Tables Allowed and Use of "Casino" in Signage (CA)

City Attorney Magdich provided a presentation regarding the request of Wine Country Cardroom and Restaurant for an ordinance change increasing the number of tables allowed and permitting the use of "casino" in its signage. Specific topics of discussion included the history of ordinance amendments, current request to increase the number of tables to 15 and to add "casino" to its signage and advertising, and Council's past action to prohibit the use of "casino" in signage.

In response to Council Member Nakanishi, Ms. Magdich stated that currently the ordinance allows 13 tables in the City and Wine Country is requesting to increase that number to 15, which is the maximum allowed under State law. City Manager Schwabauer added that State legislation has allowed the expansion in small increments and is driven by the number of tables that were in place when this first went into law. In further response, Mr. Schwabauer stated that, if this increase to 15 tables is approved and Wine Country expands by two tables, there would be no further tables available to add in Lodi.

Council Member Johnson expressed his opinion that increasing to 15 tables seemed acceptable because it meets the maximum provided by law. He further believed that the use of the word "casino" was acceptable because, by definition, "casino" means a place in which one can play cards. In response to Mr. Johnson regarding the process to implement these changes, Ms. Magdich stated she would submit the revised draft ordinance to the attorney general for review and, following approval, return to Council for ordinance adoption. She further stated that the gaming control act does not define casino or cardroom, but it allows controlled games and is defined as card games. Indian gaming is completely different.

Council Member Mounce stated that the applicants assured Council the last time it increased the number of tables that it would be the last request. She added that she understands the law changed and she was not opposed to the increase in number of tables. She is, however, adamantly opposed to the use of the word "casino," stating that the word is indicative of a place that has slot machines, comedy acts, concerts, hotels, and amenities such as a pool and spa. She felt it would be false advertising to promote the Wine Country Cardroom as a casino. She stated she would be willing to compromise on the increased table request if the request to use "casino" on signage were dropped.

Council Member Johnson countered that no complaints have been received on the use of "casino" and those frequenting the business understand that it does not have a spa, tennis courts, or other such amenities. It is strictly a place to play cards.

Council Member Nakanishi expressed support for the request to increase the number of tables

and to use "casino" in signage, based on the fact that the cardroom in Lodi has been a good partner with the City and is in a safe location.

At the request of Mayor Pro Tempore Hansen, Captain David Griffin reported that the Lodi Police Department has not had significant problems with the cardroom, only minor calls similar to any other business, and the Police Department has issued no opinion on the use of "casino" in its signage.

In response to Mayor Pro Tempore Hansen, Chris Ray, owner of the Wine Country Cardroom and Restaurant, stated there are two casinos in Stockton, he felt the word "casino" was a more positive and understandable description of the type of business, and his is one of the few establishments that still serves food in Lodi after 10 p.m.

In response to Mayor Pro Tempore Hansen, Ms. Magdich stated that, under the act, this type of business can only provide controlled games such as Poker, Pai Gow, and tile games and the Indian Gaming Act includes slot machines. Unless State law changes, a casino cannot morph into an establishment approved for Indian land. It is strictly limited to table card games.

In response to Council Member Mounce, Mr. Ray stated the casinos in Stockton do not have slot machines as those are only permitted on Indian land. Ms. Mounce expressed concern that a casino would be at the gateway of the community and was disappointed that Council did not wish to compromise on the signage.

Council Member Johnson made a motion, second by Mayor Katzakian, to direct staff to proceed with the request of Wine Country Cardroom and Restaurant for an ordinance change increasing the number of tables allowed and the use of "casino" in signage.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

I-2 Receive Report on Resident Canada Geese at Lodi Lake (PRCS)

Parks, Recreation, and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding the resident Canada geese at Lodi Lake. Specific topics of discussion included Canada geese facts and options the City can do to reduce the number of geese, including snow fencing, herding dogs, predator decoys, laser treatment, volunteer patrol, egg oiling, no-feeding ordinance and related signage, motorized harassment, sound repellents, grass treatment, strobe light, and lethal measures.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated that the predator decoy is life-sized and is moved to various locations around the lake each day. In regard to the volunteer patrol program, Mr. Hood stated that all volunteers would attend an orientation and be identified by a marked vest and an identification card. In further response, Mr. Hood stated that many communities are dealing with similar issues and it is a matter of being vigilant as the geese will return as any attempts to be rid of them decrease. The addition of the park program coordinator position will be of great benefit in these efforts as one of this individual's duties will be to coordinate wildlife management strategies.

Mr. Hood stated that a majority of the goose eggs are in the island area or on the lawns of neighboring residences and the City would need permission from property owners if it wished to

pursue the egg oiling option.

In response to Mayor Katzakian, Mr. Hood stated that there are ducks at the lake; however, the largest population at the lake is the Canada geese. In further response, Mr. Hood stated the City would need a permit, which it could obtain online, to oil eggs.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated there is an existing ordinance prohibiting feeding of animals, park officers spend a majority of their time educating visitors on the no-feeding law, and the few who feed the birds with remnants of a picnic lunch are not cited. The issue becomes a problem when visitors come to the lake with a substantial amount of food for the sole purpose of feeding the birds.

In response to Council Member Mounce, Mr. Hood stated that staff currently utilizes sound repellents at the lake and to date he has received no complaints from the neighboring residents. In further response, Mr. Hood stated that property owners on the other side of the lake have the right to hunt the geese, and City Attorney Magdich added that there are laws prohibiting the discharge of firearms in Lodi.

Council Member Nakanishi expressed support for the volunteer patrol program and the predator decoys.

Council Member Johnson stated this has been a problem for the last decade and several solutions have been implemented with limited success. He expressed hope that these efforts would be successful and stressed that it must be an on-going effort. Mr. Hood agreed, stating that the department will take a multi-pronged approach and be vigilant and disciplined toward this effort.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated that adding egg oiling to the process would be an important addition as it has an effect over time. As the number of goslings produced each year decreases, it will begin to have an effect on the goose population at the lake. Other communities have had success with their volunteer programs and he was hopeful Lodi would receive a similar response to its call for volunteers.

Mark Wilcox suggested that homeless individuals be permitted to capture geese at the lake.

I-3 Introduce Ordinance Amending Lodi Municipal Code Section 17.52.120 (B) (1) to Add Submittal Requirements for a Vesting Tentative Map (CD)

Senior Planner Craig Hoffman provided a presentation regarding the ordinance to amend Lodi Municipal Code Section 17.52.120(B)(1) to add submittal requirements for a vesting tentative map, as detailed in the staff report.

In response to Council Member Nakanishi, Mr. Hoffman stated that the ordinances would take effect by the end of September. He further added that there are currently no new applications for subdivision maps and he did not expect any to be forthcoming.

Council Member Mounce pointed out that the developers who recently submitted maps all took advantage of the reduced impact fees and locked in the lower rates.

In response to Council Member Mounce's request, Mr. Schwabauer stated that staff would prepare an editorial for the newspaper to explain Lodi's impact fee structure and how it does not equally compare to other cities due to the fact that Lodi's impact fees are lower, but the City requires developers to pay more for other aspects of their projects.

Council Member Mounce made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1896 amending Lodi Municipal Code Section 17.52.120 (B) (1) to add submittal requirements for a vesting tentative map.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-4 Adopt Resolution Approving the Classification and Salary Range for the Position of Watershed Program Coordinator (CM)

Human Resources Manager Adele Post provided a presentation regarding the classification and salary range request for the position of Watershed Program Coordinator, as further detailed in the staff report.

In response to Council Member Mounce, Ms. Post stated that a part-time employee is currently performing these duties and the recruitment would be for a full-time position open to anyone who is interested. The decision to eliminate the part-time position would be a budget decision made by the department.

In response to Council Member Nakanishi, Ms. Post stated that this is a new position that was created based on the needs of the stormwater and watershed program and would review regulations and educate the public on issues related to this program.

In response to Council Member Johnson, City Manager Schwabauer stated there is civil service protection for full-time regular employees in which a city cannot treat a temporary employee, such as a contract or part-time employee who does not receive benefits, as a regular employee. That is not the case here as the individual in this position is performing the duties in a part-time capacity and the City will be changing it to full time and adding additional duties that are being driven by increasing regulations.

In response to Council Member Johnson, Ms. Post stated that the position was approved in the budget and the job description requires college level experience in biology, in addition to other requirements related to water resource and protection. Mr. Schwabauer added that he is unsure whether the part-time incumbent is interested in this position, but he believed the individual does meet the qualifications.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-142 approving the classification and salary range for the position of Watershed Program Coordinator.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-5 Adopt Resolution Approving the Classification and Salary Range for Position of Deputy City Clerk (CM)

Human Resources Manager Adele Post provided a presentation regarding the request to approve the classification and salary range for the position of Deputy City Clerk, as further detailed in the staff report.

Council Member Nakanishi commended staff for reviewing this position and reducing costs in the budget.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2014-143 approving the classification and salary range for Position of Deputy City Clerk.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-6 Adopt Resolution Approving Revisions to the Job Description and Salary Range for the Position of Construction Project Manager (CM)

Human Resources Manager Adele Post provided a presentation regarding the classification and salary range request for the position of Construction Project Manager, as further detailed in the staff report.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-144 approving revisions to the job description and salary range for the position of Construction Project Manager.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-7 Adopt Resolution Adding One Lead Dispatcher/Jailer and Deleting One Dispatcher/Jailer Position Within the Police Department (CM)

Human Resources Manager Adele Post provided a presentation regarding the addition of one Lead Dispatcher/Jailer and deletion of one Dispatcher/Jailer position with the Lodi Police Department, as further detailed in the staff report.

Mayor Pro Tempore Hansen acknowledged Construction Project Manager Gary Wiman, stating that he has done an outstanding job for the City of Lodi in handling projects in a professional manner on time and under budget. He further expressed support for this change in positions in the Police Department as he felt it was important to have a supervisory level in this type of classification.

Mayor Pro Tempore Hansen made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-145 adding one Lead Dispatcher/Jailer and deleting One Dispatcher/Jailer position within the Police Department.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1894 Entitled, "An Uncodified Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1)" (CLK)

Council Member Mounce made a motion, second by Mayor Katzakian, to (following reading of the title) waive reading of the ordinance in full and adopt and order to print Ordinance No. 1894 entitled, "An Uncodified Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 1)," which was introduced at a regular meeting of the Lodi City Council held July 16, 2014.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J-2 Adopt Ordinance No. 1895 Entitled, "An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Title 6 - Animals - in Its Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Katzakian, to (following reading of the title) waive reading of the ordinance in full and adopt and order to print Ordinance No. 1895 entitled, "An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Title 6 - Animals - in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held July 16, 2014.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:21 p.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 12, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 12, 2014, commencing at 7:00 a.m.

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

Absent: Council Member Mounce, and Mayor Katzakian

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

NOTE: Council Member Nakanishi arrived at 7:07 a.m.

B. Topic(s)

B-1 2014 Signal Priority Study (PW)

Deputy Public Works Director Charlie Swimley and Assistant Traffic Engineer Dorothy Kam provided a PowerPoint presentation regarding the 2014 signal priority study. Specific topics of discussion included overview, background, signal installations and upgrades, study methodology, existing traffic signals and study locations, study results, and typical signal design, construction, and maintenance costs.

In response to Mayor Pro Tempore Hansen, Ms. Kam responded that Lodi Avenue is the only coordinated intersection in Lodi, and Mr. Swimley added that it operates between 11 a.m. and 6 p.m. Transportation Manager Paula Fernandez explained that a coordinated intersection takes into consideration vehicle spacing, traffic flow, and volume and the reason for the coordinated intersection at Lodi Avenue was to improve traffic flow and reduce delays. Ms. Fernandez further explained that some intersections, including those along Lower Sacramento Road, are equipped to have the necessary conductors installed for a coordinated intersection, but they are not needed at this point because the traffic volume and spacing does not warrant it. Once they become necessary, staff would coordinate the project and apply for grants. In further response, Ms. Fernandez stated that all intersections, with the exception of those in the downtown area, have sensors to control the traffic signals.

In response to Council Member Johnson, Ms. Fernandez stated that video sensors work along the same method as loop detectors in that a car activates the controller, the signal has a controller box with a computer, and the light changes.

In response to Council Member Johnson, Ms. Fernandez stated that the City routinely uses Caltrans signal guidelines and when an intersection meets any one of the criteria it is placed on the list, although not every signal project will have funding in place.

In response to Council Member Nakanishi, Ms. Fernandez confirmed that, out of the 24 intersections that were studied, 13 met at least one of the criteria for a signal, after which staff prioritized the projects. The list was first prioritized in 1970 and is updated periodically.

Mayor Pro Tempore Hansen reminded Council that at one time it was considering a signal at the intersection of Elm Street and Mills Avenue, but decided against it because of the two schools nearby and the high volume of children crossing at that intersection, and he questioned why this

remained on the priority list. Mr. Swimley explained that it was ranked and placed near the top of the priority list for a variety of reasons; however, Council has the authority to either approve the signal installation or decide not to proceed with it. The list represents a ranking based on the study, this location met the criteria to be placed on the list, and the City can use its judgment to determine whether or not the signal should be installed.

In response to Council Member Johnson, Mr. Swimley stated that the City could potentially receive outside construction funding for the Turner Road and Highway 99 ramp project as it ties in with the scheduled corridor work and staff continues to meet with San Joaquin Council of Governments (SJCOG) regarding the design portion of the project. It is, however, premature at this point, and even though this project ranked number one on the list, it would not be considered until the Highway 99 study is complete.

Mayor Pro Tempore Hansen reported that SJCOG discussed this project at its recent meeting and it is expected that the widening of Highway 99 will go through Lodi. SJCOG representatives asked during the meeting if the abandoned railroad tracks over the freeway were planned to be removed as that could potentially reduce the cost of the construction project. In response, Public Works Director Wally Sandelin stated he would look into the matter.

Council Member Johnson suggested adding a subset to the prioritization list of intersections over which the City has control and keeping the other projects, which may require outside funding or are tied to another project, separate in order to move those projects higher on the list. Mr. Swimley stated that staff continually reevaluates intersections on the list if it receives citizen complaints or the number of collisions increases and intersections do not remain in limbo on the list until another study is completed.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated that the top three projects scheduled next for installation are the intersections of Victor Road and Guild Avenue, Lockeford and Stockton Streets, and Hutchins Street south of Harney Lane primarily because the funding is in place; however, Council has the ability to choose another priority if it wishes. City Manager Schwabauer added that the Hutchins Street intersection is tied to an agreement with the property owner. In further response, Mr. Swimley stated that the Lockeford and Stockton Street intersection has not been a priority for some time due to necessary studies on the project and it will most likely be tied to the widening and grading work scheduled for that area.

In response to Council Member Nakanishi, Mr. Swimley stated that funding is the major determining factor in when a signal will be installed; however, the City's goal is to do one every one to two years.

Mr. Sandelin stated that the signals are not always installed in the order they appear on the list, there is 100 percent funding through impact fees for the Victor Road and Guild Avenue intersection, and the Lockeford and Stockton Streets intersection will occur with the Lockeford Street widening project for which the grant funds have been committed. In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that the Lockeford Street intersection would likely be two years out, the project is designed, and the City needs to obtain a small portion of land from the railroad.

B-2 Roundabout Presentation (PW)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding roundabouts. Specific topics of discussion included history of the roundabout, reasons for and against a roundabout, Lodi's first roundabout, Rose Gate roundabout, roundabout geometry, and an example of a similar roundabout in the City of Oakdale.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated that roundabouts have crosswalks but they are further from the intersection and are uncontrolled. In further response, Mr. Swimley stated that the Rose Gate subdivision will have a reverse frontage wall along Lodi Avenue.

In response to Council Member Johnson, Mr. Swimley stated that the Lodi Avenue entrance to the subdivision was best suited for the roundabout based on anticipated traffic volumes, which would be higher than the entrance to the west.

In response to Council Member Nakanishi, Mr. Swimley stated that the Rose Gate subdivision will have three outlets with the main outlet being the roundabout on Lodi Avenue.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated that the proposed roundabout in Rose Gate will be larger than the roundabout in Woodbridge and vehicles would not be permitted to drive over the center. The roundabout is proposed to be 40 feet curb-to-curb, the developer is paying for the installation, and the Fire Department has provided its positive feedback on the roundabout.

In response to Council Member Nakanishi, Mr. Swimley stated that former City Manager Rad Bartlam first suggested the roundabout.

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. Robison
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Replacement Battery Bank at Industrial Substation

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for replacement battery bank at Industrial substation.

BACKGROUND INFORMATION: The Electric Utility (EU) maintains four distribution substations that transform sub-transmission voltage from 60kV to 12kV, for the purpose of providing service to its 26,000 customers. Industrial Substation was commissioned in January 1991 and utilizes a 125 volt direct current battery bank for the primary and back-up controls for operating the substation, which includes all supervisory functions. The battery bank has outlived its life expectancy of 15 years and is now showing signs of decay that jeopardize the reliability of the substation.

The proposed specifications indicate two distinct bids to be provided; the first for materials only; the second for contract labor and materials to replace the battery bank. The specifications are on file at the Electric Utility, located at 1331 South Ham Lane. The planned bid opening date is Tuesday, September 2, 2014.

FISCAL IMPACT: The total cost of the battery bank is estimated to not exceed \$35,000.

FUNDING AVAILABLE: Included in FY2014/2015 Account No. 161082.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent

EAK/CJB/lst

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Vaults, Service Boxes and Box Pads from Jensen Precast of Sacramento (\$66,984.84) and Old Castle Precast of Pleasanton (\$21,459.60)

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of vaults, service boxes and box pads from Jensen Precast of Sacramento (\$66,984.84) and Old Castle Precast of Pleasanton (\$21,459.60).

BACKGROUND INFORMATION: On July 16, 2014, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of the Rosegate Subdivision development project.

The Electric Utility advertised bids on July 23 and 26, 2014. On August 6, 2014, bids were opened with two suppliers submitting proposals as shown on Exhibit A, attached and summarized below.

| | | |
|--|--------------------------------|-------------|
| 24 each 4'8"X4'8"X3' Concrete Vault | Jensen Precast, Sacramento | \$36,987.84 |
| 18 each 504 Vault to ME Adaptor Pad | Old Castle Precast, Pleasanton | \$21,459.60 |
| 19 each 6" Extension Ring 4'8"X4'8" Concrete Vault | Jensen Precast, Sacramento | \$ 7,695.00 |
| 118 each 13"X24" Service Box | Jensen Precast, Sacramento | \$22,302.00 |

Staff reviewed the proposals and deemed Jensen Precast of Sacramento and Old Castle Precast of Pleasanton the lowest responsive bids and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is \$88,444.44.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 160.1496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JLM/lst

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BIDS FOR THE PURCHASE OF
CONCRETE VAULTS AND SERVICE BOXES FROM
JENSEN PRECAST OF SACRAMENTO AND VAULT
TO MODULE ENCLOSURE ADAPTOR PADS FROM
OLD CASTLE PRECAST OF PLEASANTON

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 6, 2014, at 11:00 a.m. for the purchase of concrete vaults, service boxes and vault to module enclosure adaptor pads for the Electric Utility Department, described in the specifications therefore approved by the City Council on July 16, 2014; and

WHEREAS, the bids meeting the City’s specifications with the lowest costs are shown below:

| | | |
|--|--------------------------------|-------------|
| 24 each 4’8”X4’8”X3’ Concrete Vault | Jensen Precast, Sacramento | \$36,987.84 |
| 18 each 504 Vault to Module Enclosure Adaptor Pad | Old Castle Precast, Pleasanton | \$21,459.60 |
| 19 each 6” Extension Ring 4’8”X4’8” Concrete Vault | Jensen Precast, Sacramento | \$ 7,695.00 |
| 118 each 13”X24” Service Box | Jensen Precast, Sacramento | \$22,302.00 |

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bids for the purchase of vaults, service boxes and vault to module enclosure adaptor pads, as shown above, in the total amount of \$88,444.44.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER ROBISON
City Clerk

AGENDA ITEM C-5



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Trayer Padmount Switches from Trayer Engineering Corporation of San Francisco (\$154,799.10)

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of Trayer padmount switches from Trayer Engineering Corporation of San Francisco in the amount of \$154,799.10.

BACKGROUND INFORMATION: On July 16, 2014, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of the Rosegate Subdivision development project.

The Electric Utility advertised bids on July 23 and 26, 2014. On August 6, 2014, bids were opened with three suppliers submitting proposals with the following results:

| | |
|---|--------------|
| Trayer Engineering Corporation, San Francisco | \$154,799.10 |
| Wesco Distribution, Cerritos | \$163,370.36 |
| Graybar Electric, Dublin | \$162,093.30 |

Staff reviewed the proposals and deemed Trayer Engineering Corporation of San Francisco the lowest responsive bid and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is \$154,799.10.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 160.1496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JLM/1st

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR THE PURCHASE OF
TRAYER PADMOUNT SWITCHES FROM TRAYER
ENGINEERING CORPORATION OF SAN FRANCISCO

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 6, 2014 at 11:00 a.m., for the purchase of three 4 Way- 2 Way VFI 600A / 200A 15kV Trayer Padmount Switches described in the specifications therefore, approved by the City Council on July 16, 2014; and

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

| | |
|---|--------------|
| Trayer Engineering Corporation, San Francisco | \$154,799.10 |
| Graybar Electric, Dublin | \$162,093.30 |
| Wesco Distribution, Cerritos | \$163,370.36 |

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of three 4 Way- 2 Way VFI 600A / 200A 15kV Trayer Padmount Switches from Trayer Engineering Corporation of San Francisco in the amount of \$154,799.10.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Padmount Transformers from Howard Industries of Laurel, Mississippi (\$33,327.72) and Hees Industries of Astoria, Oregon (\$21,732.84)

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of padmount transformers from Howard Industries of Laurel, Mississippi (\$33,327.72) and Hees Industries of Astoria, Oregon (\$21,732.84).

BACKGROUND INFORMATION: On July 16, 2014, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of the Rosegate Subdivision development project.

The Electric Utility advertised bids on July 23 and 26, 2014. On August 6, 2014, bids were opened with two suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached, and summarized below.

| | | |
|-----------------------------------|-------------------------------------|-------------|
| 5 each 37.5kVA, 1-Phase, 240/120V | Howard Industries, Laurel, MI | \$11,531.25 |
| 16 each 50kVA, 1-Phase, 240/120V | Howard Industries, Laurel, MI | \$37,018.97 |
| 5 each 75kVA, 1-Phase, 240/120V | Hees Enterprises, Inc., Astoria, OR | \$17,065.40 |
| 2 each 150kVA, 3-Phase, 480Y/277V | Hees Enterprises, Inc., Astoria, OR | \$20,937.44 |

Staff reviewed the proposals and deemed Howard Industries of Laurel, Mississippi and Hees Industries of Astoria, Oregon the lowest responsive bids and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is \$55,060.56. Total life-cycle cost is \$86,553.06.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 160.1496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JLM/1st

APPROVED: _____
Stephen Schwabauer, City Manager

**EXHIBIT A.
PAD MOUNTED TRANSFORMER BID EVALUATION Aug 6, 2014**

Transformer Bid Evaluation

Bid Opening: Aug 6, 2014

Padmount

Tax (factor): 1.08 **Primary Windings:** Three-Phase, 12000 Volt, 60Hz, Delta Connected
 No Load Loss \$/watt: 3.75 Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
 Load Loss \$/watt: 1.25

| Bid Item 1: 37.5 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 5 | | | | | | >= 1.8 |
|--|----------|-----------|------------------|--------------|--------------|----------------------------|------------|-----------|------------------|----------|----------|-----------|
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 1,850.00 | 9,250.00 | 9,990.00 | 79 | 375 | 1,481.25 | 2,343.75 | 3,825.00 | 13,815.00 | 8-10 | 24 | 1.740 |
| Howard Industries | 1,375.00 | 6,875.00 | 7,425.00 | 94 | 375 | 1,762.50 | 2,343.75 | 4,106.25 | 11,531.25 | 6-8 | 24 | 2.000 |
| Hees Enterprises Inc. | 1,480.00 | 7,400.00 | 7,992.00 | 88 | 342 | 1,650.00 | 2,137.50 | 3,787.50 | 11,779.50 | 8-10 | 28 | 1.700 |
| Bid Item 2: 50 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 16 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 2,057.00 | 32,912.00 | 35,544.96 | 106 | 409 | 1,987.50 | 8,180.00 | 10,167.50 | 45,712.46 | 8-10 | 24 | 1.800 |
| Howard Industries | 1,499.00 | 23,984.00 | 25,902.72 | 115 | 448 | 2,156.25 | 8,960.00 | 11,116.25 | 37,018.97 | 6-8 | 24 | 1.800 |
| Hees Enterprises Inc. | 1,694.00 | 27,104.00 | 29,272.32 | 115 | 374 | 2,156.25 | 7,480.00 | 9,636.25 | 38,908.57 | 8-10 | 28 | 2.000 |
| Bid Item 3: 75 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 5 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 2,483.00 | 12,415.00 | 13,408.20 | 123 | 611 | 2,306.25 | 3,818.75 | 6,125.00 | 19,533.20 | 8-10 | 26 | 2.230 |
| Howard Industries | 1,921.00 | 9,605.00 | 10,373.40 | 150 | 659 | 2,812.50 | 4,118.75 | 6,931.25 | 17,304.65 | 6-8 | 24 | 2.400 |
| Hees Enterprises Inc. | 1,901.00 | 9,505.00 | 10,265.40 | 135 | 683 | 2,531.25 | 4,268.75 | 6,800.00 | 17,065.40 | 8-10 | 28 | 2.000 |
| Bid Item 4: 150 kVA, 480/277 Volt, 3 Phase Pad | | | | | | Number of units: 2 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 6,475.00 | 12,950.00 | 13,986.00 | 332 | 1356 | 6,225.00 | 3,390.00 | 9,615.00 | 23,601.00 | 8-10 | 56 | 3.190 |
| Howard Industries | 5,613.00 | 11,226.00 | 12,124.08 | 348 | 1302 | 6,525.00 | 3,255.00 | 9,780.00 | 21,904.08 | 6-8 | 49 | 2.300 |
| Hees Enterprises Inc. | 5,309.00 | 10,618.00 | 11,467.44 | 334 | 1283 | 6,262.50 | 3,207.50 | 9,470.00 | 20,937.44 | 10-12 | 49 | 3.600 |

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BIDS FOR THE PURCHASE OF
PADMOUNT TRANSFORMERS FROM HOWARD
INDUSTRIES OF LAUREL, MISSISSIPPI AND HEES
ENTERPRISES INC. OF ASTORIA, OREGON

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 6, 2014, at 11:00 a.m. for the purchase of padmount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on July 16, 2014; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specification with the lowest estimated life-cycle costs are shown below:

| | | |
|------------------------------------|------------------------------------|-------------|
| 5 each 37.5 kVA, 1-Phase 240/120V | Howard Industries, Laurel, MI | \$11,531.25 |
| 16 each 50 kVA, 1-Phase, 240/120V | Howard Industries, Laurel, MI | \$37,018.97 |
| 5 each 75 kVA, 1-Phase, 240/120V | HEES Enterprises Inc., Astoria, OR | \$17,065.40 |
| 2 each 150 kVA, 3-Phase, 480Y/277V | HEES Enterprises Inc., Astoria, OR | \$20,937.44 |

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bids for the purchase of padmount transformers as shown above, in the total amount of \$55,060.56.

Dated: August 20, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

**EXHIBIT A.
PAD MOUNTED TRANSFORMER BID EVALUATION Aug 6, 2014**

Transformer Bid Evaluation

Bid Opening: Aug 6, 2014

Padmount

Tax (factor): 1.08 **Primary Windings:** Three-Phase, 12000 Volt, 60Hz, Delta Connected
 No Load Loss \$/watt: 3.75 Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
 Load Loss \$/watt: 1.25

| Bid Item 1: 37.5 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 5 | | | | | | >= 1.8 |
|--|----------|-----------|------------------|--------------|--------------|----------------------------|------------|-----------|------------------|----------|----------|-----------|
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 1,850.00 | 9,250.00 | 9,990.00 | 79 | 375 | 1,481.25 | 2,343.75 | 3,825.00 | 13,815.00 | 8-10 | 24 | 1.740 |
| Howard Industries | 1,375.00 | 6,875.00 | 7,425.00 | 94 | 375 | 1,762.50 | 2,343.75 | 4,106.25 | 11,531.25 | 6-8 | 24 | 2.000 |
| Hees Enterprises Inc. | 1,480.00 | 7,400.00 | 7,992.00 | 88 | 342 | 1,650.00 | 2,137.50 | 3,787.50 | 11,779.50 | 8-10 | 28 | 1.700 |
| Bid Item 2: 50 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 16 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 2,057.00 | 32,912.00 | 35,544.96 | 106 | 409 | 1,987.50 | 8,180.00 | 10,167.50 | 45,712.46 | 8-10 | 24 | 1.800 |
| Howard Industries | 1,499.00 | 23,984.00 | 25,902.72 | 115 | 448 | 2,156.25 | 8,960.00 | 11,116.25 | 37,018.97 | 6-8 | 24 | 1.800 |
| Hees Enterprises Inc. | 1,694.00 | 27,104.00 | 29,272.32 | 115 | 374 | 2,156.25 | 7,480.00 | 9,636.25 | 38,908.57 | 8-10 | 28 | 2.000 |
| Bid Item 3: 75 kVA, 240/120 Volt, 1 Phase Pad | | | | | | Number of units: 5 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 2,483.00 | 12,415.00 | 13,408.20 | 123 | 611 | 2,306.25 | 3,818.75 | 6,125.00 | 19,533.20 | 8-10 | 26 | 2.230 |
| Howard Industries | 1,921.00 | 9,605.00 | 10,373.40 | 150 | 659 | 2,812.50 | 4,118.75 | 6,931.25 | 17,304.65 | 6-8 | 24 | 2.400 |
| Hees Enterprises Inc. | 1,901.00 | 9,505.00 | 10,265.40 | 135 | 683 | 2,531.25 | 4,268.75 | 6,800.00 | 17,065.40 | 8-10 | 28 | 2.000 |
| Bid Item 4: 150 kVA, 480/277 Volt, 3 Phase Pad | | | | | | Number of units: 2 | | | | | | >= 1.8 |
| Vendor | Unit | Extended | Price | No Load | Load | No Load | Load | Cost of | Life Cycle | Delivery | Height | Impedance |
| | Price \$ | Price \$ | w/tax \$ | Loss (watts) | Loss (watts) | Loss value | Loss value | Losses \$ | Cost \$ | (weeks) | (inches) | % |
| ABB c/o PACIFIC UTILITIES | 6,475.00 | 12,950.00 | 13,986.00 | 332 | 1356 | 6,225.00 | 3,390.00 | 9,615.00 | 23,601.00 | 8-10 | 56 | 3.190 |
| Howard Industries | 5,613.00 | 11,226.00 | 12,124.08 | 348 | 1302 | 6,525.00 | 3,255.00 | 9,780.00 | 21,904.08 | 6-8 | 49 | 2.300 |
| Hees Enterprises Inc. | 5,309.00 | 10,618.00 | 11,467.44 | 334 | 1283 | 6,262.50 | 3,207.50 | 9,470.00 | 20,937.44 | 10-12 | 49 | 3.600 |



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Triplex Cable from Prysmian, c/o Pacific Utilities of Concord (\$13,806.22)

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of triplex cable from Prysmian, c/o Pacific Utilities of Concord in the amount of \$13,806.22.

BACKGROUND INFORMATION: On July 16, 2014, the City Council approved specification and authorized the advertisement of bids to procure 14,000 feet of 600V Underground triplex cable to replenish inventory consumed as a result of the Rosegate Subdivision development project.

The Electric Utility advertised bids on July 23 and 26, 2014. On August 6, 2014, bids were opened with one supplier submitting proposals with the following results:

| | |
|--|-------------|
| Prysmian, c/o Pacific Utilities, Concord | \$13,806.22 |
|--|-------------|

Staff reviewed the proposal and deemed Prysmian, c/o Pacific Utilities of Concord the lowest responsive bid and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is \$13,806.22.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 160.1496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JLM/lst

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR THE PURCHASE OF
TRIPLEX CABLE FROM PRYSMIAN C/O
PACIFIC UTILITIES, OF CONCORD

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 6, 2014 at 11:00 a.m., for the purchase of 14,000 feet of #1/0 AA UG 600V Triplex cable described in the specifications therefore, approved by the City Council on July 16, 2014; and

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

Prysmian, c/o Pacific Utilities, Concord, \$13,806.22

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of 14,000 feet of #1/0 AA UG 600V Triplex cable from Prysmian, c/o Pacific Utilities of Concord, California, in the amount of \$13,806.22.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Approve the Purchase of 45 TASERs® from ProForce Law Enforcement of Prescott, Arizona, in the Amount of \$52,654

MEETING DATE: August 20, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to approve the purchase of 45 TASERs® from ProForce Law Enforcement of Prescott, Arizona, in the amount of \$52,654.

BACKGROUND INFORMATION: The Lodi Police Department has utilized the TASER® X26 for the past 15 years with great success. The department initially purchased TASERs® to outfit the patrol fleet rather than outfitting the number of patrol officers.

Our current TASERs®, the X26, has been in use by our officers since the initial purchase. On January 1, 2014, TASERs® International announced they will no longer produce the X26 and will only service X26 TASERs®s with a current warranty. Our current TASERs® are out of warranty; they are obsolete and need immediate replacement. This purchase will allow us to outfit every patrol officer with a new TASERs® X26P and provide us with new and improved technology.

FISCAL IMPACT: No impact to the General Fund; this purchase will be made with grant funds.

FUNDING AVAILABLE: Police State Safety Grant (2351001.7718)

Jordan Ayers, Deputy City Manager

Mark Helms
Chief of Police

MH/pjo

cc: City Attorney

APPROVED: _____
Steve Schwabauer, City Manager

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3488
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

| | | |
|----------------------------|-----------|----------|
| P R I C E Q U O T E | QUOTE# | PAGE |
| | 225729 | 1 |
| | SHIP DATE | |
| | | A.S.A.P. |

SOLD
TO

CITY OF LODI
PO BOX 3006

LODI

CA 95241-1910

SHIP
TO

CITY OF LODI POLICE DEPARTMENT
215 WEST ELM STREET

LODI

CA 95240

| | | | | | | |
|-------|----------|---------|------|------------|-----------------|------|
| JOB # | DATE | CUST. # | LOC. | SALESMAN | SHIP VIA | FRT. |
| NA | 08/04/14 | 002651 | A | MIKE LYDON | FX G-FOB ORIGIN | |

| QTY. QUOTED | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|---|---|------------|--------------|-----------|
| 45 | 11003 TSR X26P YLW CLASS III LASER | 873.8500 | EA .00 | 39,323.25 |
| 45 | 22010-TSR TSR PERFORMANCE POWER MAG PPM | 52.9500 | EA .00 | 2,382.75 |
| 3 | 11501 TSR HLST X26P BLACKHAWK RH | 51.7500 | EA .00 | 155.25 |
| 35 | 432000PBK BHP TACT HOLSTER PLATFORM | 39.1100 | EA .00 | 1,368.85 |
| 45 | 44200 TSR CART M26/X26 21FT | 23.5000 | EA .00 | 1,057.50 |
| 1 | 22013 TSR X2 DATAPORT DOWNLOAD KIT | 159.9500 | EA .00 | 159.95 |
| 47 | 11504 TSR HLST X26P BLACKHAWK LH | 51.7500 | EA .00 | 2,432.25 |
| 75 | 44205-TSR TSR CART M26/X26 21FT NON-COND | 22.9000 | EA .00 | 1,717.50 |
| This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call | | | | |

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-88-025-01-4G-00608

| | | |
|----------------------------|-----------|------|
| P R I C E Q U O T E | QUOTE# | PAGE |
| | 225729 | 2 |
| | SHIP DATE | |
| A.S.A.P. | | |

SOLD
TO

CITY OF LODI
PO BOX 3006

LODI

SHIP
TO

CITY OF LODI POLICE DEPARTMENT
215 WEST ELM STREET

LODI

CA 95241-1910

LODI CA 95240

| JOB # | DATE | CUST.# | LOC. | SALESMAN | SHIP VIA | FRT. |
|-------|----------|--------|------|------------|-----------------|------|
| NA | 08/04/14 | 002651 | A | MIKE LYDON | FX G-FOB ORIGIN | |

| QTY. QUOTED | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|----------------|--|------------|--------------|-----------|
| | <p>to receive price update upon expiration.</p> <p style="text-align: center;">-</p> <p>Ordering Instructions: Please fax your order to ProForce Support Center at 928-445-3468.</p> <p style="text-align: center;">-</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items PLEASE READ ATTACHED:</p> <p>Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.</p> <p style="text-align: center;">-</p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and FAX to 928-445-3468.</p> <p>-</p> <p>-</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p> | | | |

| | |
|---|--|
| <p>COMMENT FOR: SGT MIKE KERMGARD <u>MKERMGARD@LODI.GOV</u> BY: STEPHEN DARTT</p> <p>TERMS DUE NET 30 DAYS</p> | <p>SALES AMOUNT 48,597.30</p> <p>HANDLING 156.20</p> <p>8.000% SALES TAX 3,900.28</p> <p>SUB TOTAL 52,653.78</p> |
|---|--|

TASER International, Inc.'s Warranty, Limitations and Release Law Enforcement Products (U.S. and Canada)
(Effective May 6, 2011)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including electronic control devices (ECDs). The term "Purchaser" means any purchaser, transferee, possessor, or user of the TASER products.

Manufacturer's Limited Warranty¹

TASER warrants that its TASER® X2™ ECDs, X3® ECDs, X3W™ (Wildlife) ECDs, X26™ ECDs, Shockwave™ ECDs, Simulation Handles assembled by TASER, TASER CAM™ recorders, ECD cartridges, and Smart™ cartridges are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. ECD cartridges and Smart cartridges that are expended are deemed to have operated properly². The TASER XREP® ECD has a ONE (1) YEAR failure to fire manufacturer's limited warranty from the date of receipt when fired from an Approved Shotgun³. TASER-manufactured accessories, including, but not limited to: batteries; battery chargers; carrying cases; cables; USB data download kits; holsters; DPM, XDPM, CDPM, PPM, TPPM, APPM, EPM, TPM, and Shockwave Power Magazine (SPM) modules; and the X-Rail™ mounting system, are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term

than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the written or video instructions that accompanied the product at time of purchase. TASER's sole responsibility under this warranty is to either repair or replace with the same product or a like product, at TASER's option.

Optional Extended Warranty for X2, X3, X3W, and X26 ECDs

The optional extended warranty, when available, for an X3, X3W ECD or X26 ECD may only be purchased during the 1-year limited warranty period. The optional extended warranty, when available, for an X2 ECD may only be purchased at the point of sale of the ECD. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one optional extended warranty for any one specific ECD. The extended warranty does not cover abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an extended warranty for the X2, X3, or X26 ECD, TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same product or a like product, at TASER's option. For customers who purchase an extended warranty for the X3W ECD, TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, ONE (1) time during the extended

warranty period with the same product or a like product, at TASER's option. Purchaser may not buy a new optional extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person.

This warranty does not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries (and cells) or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by accidents, abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

¹ Please be aware that a product's estimated useful life or expiration date may not be the product's warranty expiration date.

² Broken blast doors are not covered under TASER's limited warranty.

³ An Approved Shotgun is a Mossberg® X12™ or a standard manufactured model 12-gauge single shot, double barrel, or pump action shotgun.

TASER International, Inc.'s Warranty, Limitations and Release Law Enforcement Products (U.S. and Canada)
(Effective May 6, 2011)

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to

you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

If any term of this warranty is held to be illegal or unenforceable, the legality of the remaining terms will not be affected or impaired.

Release

Purchaser agrees to release and save TASER harmless from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Product Registration

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item for 12 weeks or more. If Purchaser fails to provide the required information, including

the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any compensation or further notification to Purchaser.

If your product is capable of storing software programs, data, video or other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to download the product and keep a separate backup copy of the contents. IF YOU REQUIRE ATTEMPTED DATA RECOVERY THIS MUST BE SPECIFICALLY REQUESTED (AND A FEE MAY BE REQUIRED) OR THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this warranty.

Mossberg® is a registered trademark of O.F. Mossberg & Sons, Inc.

EVIDENCE.com™, Shockwave™, Smart™, TASER®, TASER@ CAM™, XREP®, X2™, X3®, X3W™, X12™, X26™, X-Rail™, © and 'Protect Life' are trademarks of TASER International, Inc. © 2011 TASER International, Inc. All rights reserved.



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

June 10, 2013

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® brand products:

- Conducted Electrical Weapons (CEWs):
 1. TASER X2™ Models: 22002 and 22003.
 2. TASER X3® Models: 33209 and 33210.
 3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549.
 4. TASER X26P™ Models: 11000, 11001, 11002 and 11003.
 5. TASER X3W™ Models: 33228 and 33229.

- Optional Extended Warranties for CEWs:
 1. X2 - 4-year extended warranty, item number 22014.
 2. X26 - 1-year extended warranty, item number 26730.
 3. X26 - 4-year extended warranty, item number 26744.
 4. X26P - 2-year extended warranty, item number 11008.
 5. X26P - 4-year extended warranty, item number 11004.
 6. X3 - 1-year extended warranty, item number 33500.
 7. X3 - 3-year extended warranty, item number 33501.
 8. X3W - 1-year extended warranty, item number 33503.
 9. X3W - 2-year extended warranty, item number 33502.

- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 1. 15-foot Model 34200.
 2. 21-foot Model 44200.
 3. 21-foot non-conductive Model 44205.
 4. 25-foot Model 44203.

- TASER Smart™ cartridges (compatible with the X2, X3, and X3W; required for these CEWs to function in the probe deployment mode):
 1. 15-foot Model 22150.
 2. 25-foot Model 22151.
 3. 35-foot Model 22152.

- TASER Smart blue training-use only cartridges (compatible with the X2, X3, and X3W; required for the CEWs to function in the probe deployment mode for training):
 1. 25-foot Model 33102.
 2. 35-foot Model 33104.

- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit, Model 26737. This item is only compatible with the X26.

- TASER CAM HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820. TASER CAM HD is compatible only with the X26P and X2.
 1. TASER CAM HD replacement battery, Model 26764.
 2. TASER CAM HD Download Kit, Model 26762.
 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.

- Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
- Power Modules for X26P and X2 CEWs: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Performance Power Magazine (APPM) Model 22011.
- Power Module for X3 and X3W CEWs: Enhanced Digital Power Magazine (EPM) Model 33203
- TASER Dataport Download Kits:
 1. Dataport Download Kit for the X26 model number 26500
 2. Dataport Download Kit for the X2 and X26P, model number 22013
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- AXONflex™ system:
 1. AXONflex Kit, Model 73030
 2. AXONflex Controller, Model 73001
 3. Evidence Transfer Manager (ETM).
 1. 6 dock ETM, Model 73016.
 2. 12 dock ETM, Model 73048

| | |
|---|---|
| SOLE AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS IN AK, AZ, CA, CO, ID, MT, NM, NV, WA, WY, UT | SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS |
| PROFORCE 3009 N HWY 89 PRESCOTT, AZ 86301 Phone: 800-367-5855 Fax: 928-776-0344 | TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791 |

Please contact us at 1-800-978-2737 with any questions.

Sincerely,



Jim Halsted
Vice President, LE Sales
TASER International, Inc.

Axonflex™, Smart™, TASER CAM™, X2™, X3W™, X26™, and X26P™ are trademarks of TASER International, Inc., and TASER® and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE THE
PURCHASE OF X26P TASERS

=====

WHEREAS, the Lodi Police Department has utilized Tasers for the past 15 years with great success; and

WHEREAS, in 1999, the Department initially purchased X26 Tasers to outfit the patrol fleet rather than outfitting the number of patrol officers, and have been in use since the initial purchase; and

WHEREAS, on January 1, 2014, TASER International announced they will no longer produce the X26 and will only service the X26 out of warranty, therefore staff recommends the immediate replacement of the X26.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to approve the purchase of 45 - X26P Tasers in an amount not to exceed \$52,654.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Issuance of Service Purchase Order to BSK Associates, of Fresno, for Laboratory Services for Unregulated Contaminant Monitoring Rule 3 (UCMR3) Testing Requirements (\$23,970)

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving issuance of service purchase order to BSK Associates, of Fresno, for laboratory services for Unregulated Contaminant Monitoring Rule 3 (UCMR3) testing requirements, in the amount of \$23,970.

BACKGROUND INFORMATION: The 1996 amendments to the Safe Drinking Water Act require that once every five years, the U.S. Environmental Protection Agency (EPA) issue a new list of no more than 30 unregulated contaminants to be monitored by public water systems. The UCMR3 provides the EPA and other interested parties with scientifically valid data on the occurrence of contaminants in drinking water and are used in developing regulatory decisions. The City of Lodi is considered a large public water system (systems serving more than 10,000 people) and is required to complete and pay for required tests. The monitoring timeframe consists of one consecutive 12-month period. Staff recommends beginning the required sampling in September 2014.

Staff sent Requests for Quotations to BSK Associates, Eurofins Eaton Analytical, Inc., and Babcock Laboratories, Inc. These laboratories have all been listed on the EPA's Laboratory Approval Program and meet proficiency testing criteria for methods indicated by the UCMR3. Staff received three quotes on or before July 29, 2014, and BSK Associates was the low bidder.

- BSK Associates \$23,970
- Eurofins Eaton Analytical, Inc. \$24,732
- BABCOCK Laboratories, Inc. \$31,604

Staff recommends issuing a service purchase order to BSK Associates in the amount of \$23,970.

FISCAL IMPACT: Expenditure for laboratory services is included in the Water Operations budget. Failure to complete testing in a timely manner may result in fines.

FUNDING AVAILABLE: Water Operating Fund/Production (180453): \$11,985
Water Operating Fund/SWTP (180461): \$11,985

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Andrew S. Richle, Water Plant Superintendent
FWS/ASR/pmf
cc: Lance Roberts, Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
ISSUANCE OF A SERVICE PURCHASE ORDER TO
BSK ASSOCIATES, OF FRESNO, FOR LABORATORY
SERVICES FOR UNREGULATED CONTAMINANT RULE 3
(UCMR3) TESTING REQUIREMENTS

=====

WHEREAS, the 1996 amendments to the Safe Drinking Water Act require that once every five years, the U.S. Environmental Protection Agency (EPA) issue a new list of no more than 30 unregulated contaminants to be monitored by public water systems. The UCMR3 provides the EPA and other interested parties with scientifically valid data on the occurrence of contaminants in drinking water and are used in developing regulatory decisions; and

WHEREAS, the City of Lodi is considered a large public water system (systems serving more than 10,000 people) required to participate and pay for its own testing costs; and

WHEREAS, City staff sent Request for Quotations to BSK Associates, Eurofins Eaton Analytical, Inc., and Babcock Laboratories, Inc., and received the following bids:

- BSK Associates \$23,970
- Eurofins Eaton Analytical, Inc. \$24,732
- BABCOCK Laboratories, Inc. \$31,604

WHEREAS, staff recommends a service purchase order be issued to BSK Associates, the low bidder, in the amount of \$23,970.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the issuance of a service purchase order to BSK Associates, of Fresno, California, for laboratory services for Unregulated Contaminant Rule 3 (UCMR3) testing requirements in the amount of \$23,970.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hutchins Street Square Pool Filtration System Upgrade Project

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Hutchins Street Square Pool System Upgrade Project.

BACKGROUND INFORMATION: The contract was awarded to Pool Scene, Inc., of West Sacramento, in the amount of \$84,200, on January 15, 2014. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The Hutchins Street Square Pool Filtration System Upgrade Project consisted of removing the existing filtration system; installing a new filter, chlorine feed system, pH buffering system, water chemistry controller, flow meter, and ultra-violet disinfection system; and other ancillary improvements. Ultra-violet disinfection, coupled with chlorine disinfection, significantly reduces chlorine dosing requirements and other disinfection by-products (such as chlorine smell) that are more noticeable in indoor pools.

The completion date was May 15, 2014. The final contract price was \$81,639. The difference between the contract amount and the final contract price is due to a filter system substitution (\$4,800 credit), an acid storage substitution (\$145) and an eyewash station installation (\$2,094).

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

FISCAL IMPACT: Upgrading the pool filtration equipment will improve system reliability, and significantly reduce energy usage, chemical usage and staff time required to monitor and adjust the system as bathing loads vary.

FUNDING AVAILABLE: This project was funded by the Public Benefit Fund (164605.8098).

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hutchins Street Square South Entrance ADA Project, 125 South Hutchins Street

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Hutchins Street Square South Entrance ADA Project, 125 South Hutchins Street.

BACKGROUND INFORMATION: The contract was awarded to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$64,106.50, on May 7, 2014. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The project consisted of installing 10 concrete ADA-compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project. The proposed improvements are shown in Exhibit A.

The improvements are consistent with the City-Wide ADA Transition Plan (February 2011). The improvements will improve ADA access to the facility.

The completion date was July 25, 2014, and there was no change in the contract price.

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: This project was funded by 2014 Community Development Block Grant (CDGB) funds (4591303).

F. Wally Sandelin
Public Works Director

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

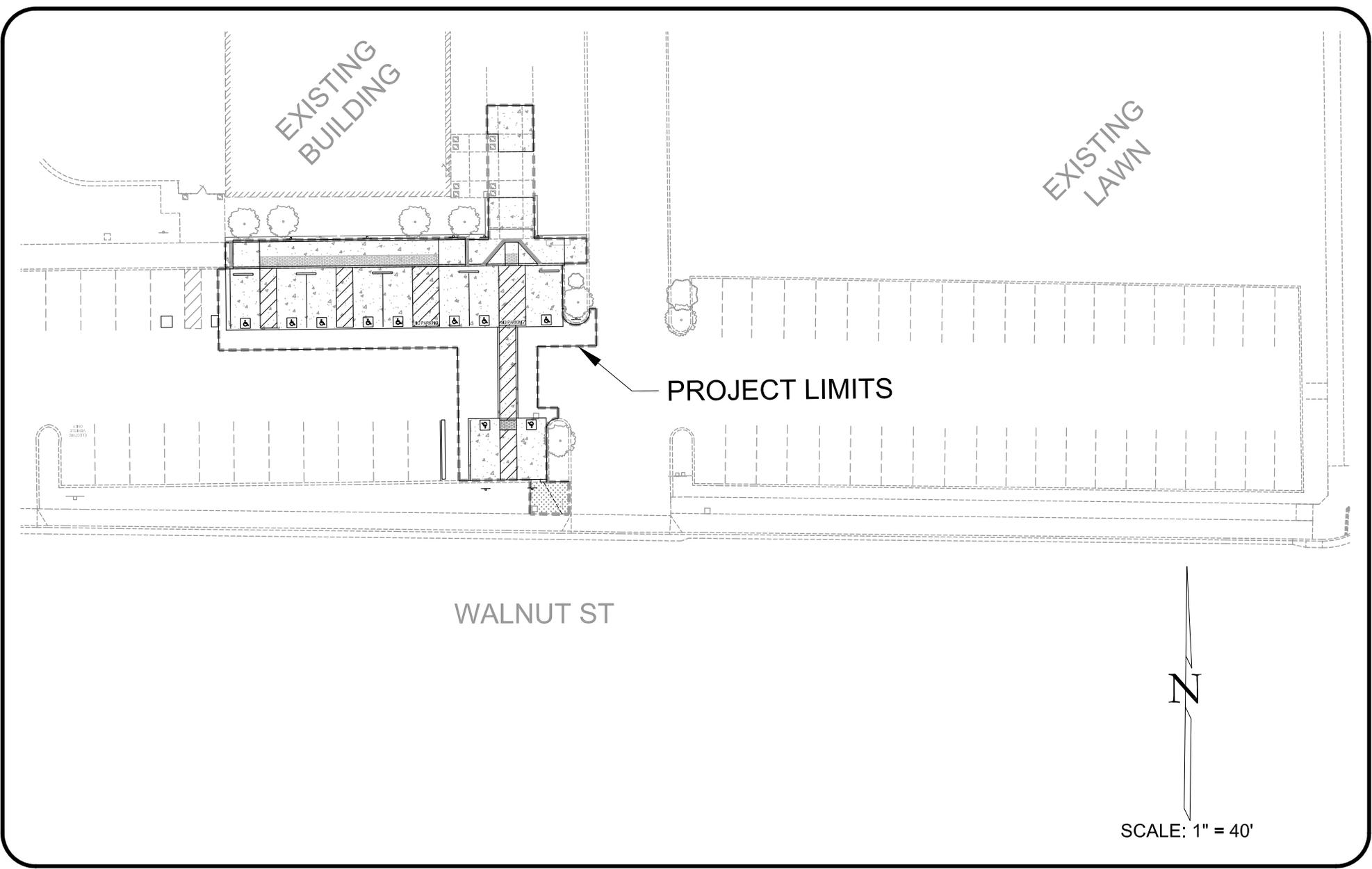
APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

HSS SOUTH ENTRANCE ADA EXHIBIT A LOCATION MAP





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$19,000)

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and appropriating funds in the amount of \$19,000.

BACKGROUND INFORMATION: On April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Corporation (Stantec) to provide groundwater monitoring and reporting services for the Central, Western and Southern plumes. Stantec has been providing related services to the City for the past five years with excellent results. On August 7, 2013, City Council approved Amendment No. 1 to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring wells.

Based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work an evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs; repairs and maintenance as identified in the evaluation; an evaluation of the integrity of sample bag suspension harnesses in existing Central Plume wells; procurement and deployment of new sample bag harnesses as needed for Central Plume wells; update the necessary data for existing and proposed Western and Southern plume wells for compliance with GeoTracker requirements; and additional unanticipated out-of-scope work as requested by the City. These services will be provided on a time and material basis for up to \$12,000 for the next year.

As part of the Central Plume System Closure Work Plan, monthly groundwater samples will be taken and analyzed from seven monitoring wells that are currently in the Monitoring and Reporting Plan executed by Stantec. These sampling events will occur between the third and fourth quarter regular sampling performed by Stantec. It is most cost effective for Stantec to perform this work due to its familiarity with the locations and depths of these monitoring wells. The additional cost for the work plan sampling is \$7,000.

Staff recommends approving the amendment presented in Attachment 1 to the Stantec PSA to provide these services on a time-and-materials basis for an amount not to exceed \$19,000 over the next 12 months or when the funds are spent, whichever occurs first.

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

FUNDING AVAILABLE: Requested Appropriation: PCE/TCE Cleanup Funds (185): \$19,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 2

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of August, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, and Amendment No. 1 on August 12, 2013, as set forth in Exhibits 1 and 1A, respectively (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 3 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement and Amendment No. 1 as Exhibits 1, 1A and 3, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 2 on _____, 2014.

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

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"

STEPHEN SCHWABAUER
City Manager

Name: Gary Haeck
Title: Managing Senior Geologist

Attest:

JENNIFER M. ROBISON, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



AMENDMENT NO. 1

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 12 day of August, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

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

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

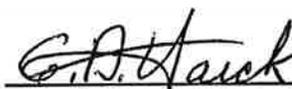
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on 8-12, 2013.

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

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"



 KONRADT BARTLAM
 City Manager



 Name:
 Title: *Managing Senior Geologist*

Attest:


 RANDI JOHL-OLSON, City Clerk

Approved as to Form:



 D. STEPHEN SCHWABAUER
 City Attorney

AGREEMENT FOR CONSULTING SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

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

Section 1.2 Purpose

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

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

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

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

Section 2.6 Term

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

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable and such invoices shall be paid within thirty (30) days of receipt by the City.

Section 3.3 Costs

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

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 Responsibility for Damage

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

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

Section 4.3 No Personal Liability

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

Section 4.4 Responsibility of CITY

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

Section 4.5 Insurance Requirements for CONSULTANT

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

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

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

or

\$1,000,000 Combined Single Limits

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

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

(a) **Additional Named Insured Endorsement**

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) **Primary Insurance Endorsement**

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

(c) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

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

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

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at

the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

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

Section 4.8 Successors and Assigns

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

Section 4.9 Notices

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

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

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

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT Is Not an Employee of CITY

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

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

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

Section 4.13 Severability

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

Section 4.14 Captions

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

Section 4.15 Integration and Modification

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

Section 4.16 Applicable Law and Venue

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Authority

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

Section 4.19 Ownership of Documents

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

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

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

CITY OF LODI, a municipal corporation

ATTEST:

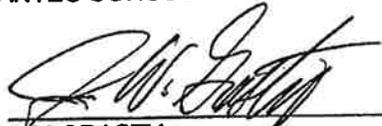
By: 
RANDY JOHL
City Clerk

By: 
KONRAD BARTLAM
City Manager

APPROVED AS TO FORM:

By: 
D. STEPHEN SCHWABAUER
City Attorney

STANTEC CONSULTING CORPORATION

By: 
JIM GRASTY
Its: Managing Principal

Dated: 4/30/13

Attachments:

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

SCOPE OF SERVICES

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

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

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

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

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

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

Task 2 – Monitoring and Sampling

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



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

| SAMPLING FREQUENCY ¹ | | | |
|--|--|-----------------------|---|
| | Quarterly | Semi-annually | Annually |
| Central Plume Wells | G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCR-4 | G-24A; MW-23B; MW-23C | G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D |
| Western Plume Wells | WMW-1A; WMW-1B; WMW-1C; WMW-1A; WMW-2B; WMW-2C; WMW-2D | MW-11 | |
| Southern Plume Wells ² | OS-2, SA-09, SA-10, SMW-1A, SMW-1B | SA-03, SA-06, SA-07; | MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08 |
| Total Wells Sampled | | | |
| <ol style="list-style-type: none"> 1. All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater. 2. Wells shall be sampled semi-annually during the first and third quarters. 3. Wells shall be sampled annually during the third quarter. 4. Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013. | | | |

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

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

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

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

Task 3 – Analytical Program and Quality Assurance/Quality Control

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

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

Task 4 – Data Analysis, Reporting, and GeoTracker Submittal

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



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

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

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

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

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

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

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

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

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

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

| CLASSIFICATION | UNITS | RATE | Quarterly Project Management | | 2nd Qtr 2013 Monitoring & Sampling & Analytical | | 2nd Qtr 2013 Data Analysis, Reporting, & Geotracker | | Remaining Qtrs Monitoring, Sampling & Analytical | | Remaining Qtrs Data Analysis, Reporting, & Geotracker | |
|--|-------|---------|------------------------------|----------|---|--------------|---|--------------|--|-----------|---|-----------|
| | | | Units | Dollars | Units | Dollars | Units | Dollars | Units | Dollars | Units | Dollars |
| STANTEC LABOR | | | | | | | | | | | | |
| Senior (Billing Level 14) | Hour | \$167 | 6 | \$1,002 | 2 | \$334 | 9 | \$1,503 | 3 | \$501 | 12 | \$2,004 |
| Associate (Billing Level 10) | Hour | \$122 | 0 | \$0 | 0 | \$0 | 2 | \$244 | 0 | \$0 | 3 | \$366 |
| Project (Billing Level 9) | Hour | \$113 | 0 | \$0 | 0 | \$0 | 21 | \$2,373 | 0 | \$0 | 22 | \$2,486 |
| Start (Billing Level 7) | Hour | \$95 | 2 | \$190 | 2 | \$190 | 2 | \$190 | 3 | \$285 | 3 | \$285 |
| Technician III (Billing Level 6) | Hour | \$87 | 0 | \$0 | 28 | \$2,262 | 0 | \$0 | 38 | \$3,308 | 0 | \$0 |
| Senior Drafter/GIS (Billing Level 8) | Hour | \$104 | 0 | \$0 | 0 | \$0 | 10 | \$1,040 | 0 | \$0 | 11 | \$1,144 |
| Admin (Billing Level 5) | Hour | \$80 | 3 | \$240 | 0 | \$0 | 2.5 | \$200 | 0 | \$0 | 3 | \$240 |
| LABOR COSTS (Per Qtr) | | | | \$1,432 | | \$2,786 | | \$5,550 | | \$4,092 | | \$6,525 |
| STANTEC EQUIPMENT | | | | | | | | | | | | |
| Water Level Meter | Day | \$30 | 0 | \$0 | 2 | \$60 | 0 | \$0 | 3 | \$90 | 0 | \$0 |
| Field Vehicle | Day | \$125 | 0 | \$0 | 2 | \$250 | 0 | \$0 | 3 | \$375 | 0 | \$0 |
| Definers/Cones/Flags | Day | \$55 | 0 | \$0 | 2 | \$110 | 0 | \$0 | 3 | \$165 | 0 | \$0 |
| EQUIPMENT COSTS (Per Qtr) | | | | \$0 | | \$420 | | \$0 | | \$630 | | \$0 |
| REBILLABLES | | | | | | | | | | | | |
| Laboratory (8260) 2nd Qtr 13 | Each | \$65 | 0 | \$0 | 33 | \$2,145 | 0 | \$0 | 0 | \$0 | 0 | \$0 |
| Laboratory (8260) Remaining Qtrs | Each | \$65 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 59 | \$3,835 | 0 | \$0 |
| Shipping/Postage | Each | \$20 | 1 | \$20 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 |
| Mileage | Each | \$0.565 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 |
| Deionized Water Fill for PDBs | Each | \$4 | 0 | \$0 | 30 | \$120 | 0 | \$0 | 53 | \$212 | 0 | \$0 |
| Diffusion sampler | Each | \$18 | 0 | \$0 | 30 | \$540 | 0 | \$0 | 53 | \$954 | 0 | \$0 |
| REBILLABLES (Per Qtr) | | | | \$22 | | \$3,086 | | \$0 | | \$5,501 | | \$0 |
| TOTAL COST PER 1/4 | | | | \$1,454 | | \$6,292 | | \$5,550 | | \$10,223 | | \$6,525 |
| ESTIMATED FEE FOR YEAR 1 | | | | \$5,816 | | \$6,292 | | \$5,560 | | \$30,669 | | \$19,575 |
| ESTIMATED FEE FOR YEAR 2: % Increase = | | 2.50% | | \$6,361 | | Not Included | | Not Included | | \$67,164 | | \$26,763 |
| TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT | | | | \$11,777 | | \$6,292 | | \$5,560 | | \$87,823 | | \$46,328 |
| ESTIMATED FEE FOR YEAR 3: % Increase = | | 3.00% | | \$6,140 | | Not Included | | Not Included | | \$58,869 | | \$27,565 |
| ESTIMATED FEE FOR YEAR 4: % Increase = | | 3.00% | | \$6,324 | | Not Included | | Not Included | | \$60,835 | | \$28,382 |
| TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION | | | | \$12,466 | | Not Included | | Not Included | | \$119,503 | | \$55,937 |
| TOTAL ESTIMATED FEES | | | | | | | | | | | | \$187,710 |



EXHIBIT C

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

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u> \$1,000,000 Ea. Occurrence \$1,000,000 Aggregate</p> <p>3. <u>PROFESSIONAL LIABILITY</u> \$1,000,000 Ea. Occurrence</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> \$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occurrence \$1,000,000 Property Damage - Ea. Occurrence</p> |
|---|---|

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

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

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

SCOPE OF SERVICES

Amendment No. 1

Stantec Consulting Corporation

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

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

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

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

FEE AND SCHEDULE

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

SCOPE OF SERVICES

Amendment No. 2

Stantec Consulting Services Inc.

Based on the project history and scope of services completed under the August 12, 2013 Amendment No. 1, Stantec's understanding of Western and Southern Plume wells and their sampling history, and the recent Regional Board-requested remedial rebound evaluation sampling, a variety of out-of scope work will be required to keep the project on track, and GeoTracker-compliant. The additional Western and Southern Plume monitoring wells include existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and recently installed nested wells WMW-1A,B,C; WMW-2A,B,C,D; and SMW-1A,B. The rebound sampling will evaluate potential concentration rebound in eight (8) selected Central Plume wells associated with a Board-approved work plan for remedial system shutdown. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the integrity of PDB suspension harnesses in existing Central Plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project based on initial input from T&R/WGR. Additional evaluation is now warranted.
4. Procurement and deployment of new PDB harnesses as needed for Central Plume wells determined to warrant replacement to insure sample integrity and correct deployment depths each.
5. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDD for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. It will be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDD. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. The Regional Board may also require historical EDFs to be uploaded to GeoTracker, currently only Excel files of historical data have been provided, not EDFs for uploading to GeoTracker.
6. Additional unanticipated out of scope work as requested by the City.
7. Complete a baseline and three (3) monthly remedial-rebound monitoring and sampling events of Central Plume wells G-04, G-05, G-06, G-08, G-10, G-15A, MW-09, and extraction well EW-6. The sampling will evaluate potential concentration rebound in the Central Plume associated with the Board-approved work plan for remedial system shutdown and evaluation monitoring.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2014 Monitoring and Reporting Services project and the associated August 12, 2013 Amendment No. 1. Stantec reviewed the costs incurred to date for Out of Scope work completed under Amendment No. 1. It was determined that much of the incurred cost to date were "Additional unanticipated out of scope work" included under Item No. 6 above. Stantec estimates a time and materials budget of \$12,000.00 for the scope of work outlined under Item No. 1 through Item No. 6 above. Based on Stantec's understanding of the Board-requested remedial system shutdown and evaluation monitoring program (Item No. 7), Stantec estimates a time and materials budget of \$7,000.00 for the remedial rebound evaluation monitoring. Stantec is therefore requesting a total estimated Amendment No. 2 budget of \$19,000.00.

Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec previously established a separate Out of Scope Work/Well Maintenance task (Task 5) and has been tracking and invoicing associated costs under Task 5. Stantec will continue to track and invoice costs for services outlined above (Item No. 1 through Item No. 6) under Task 5 in regular monthly invoices for this project. Stantec will also establish Task 6 (Remedial Rebound Monitoring) for tracking and invoicing the cost of services associated with the remedial rebound evaluation monitoring. All work will be completed in accordance with the terms and conditions of the existing April 30, 2013 *Agreement for Consulting Service*, and the above scope of services. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 7/28/2014
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|---------------|-------------|
| A. SOURCE OF FINANCING | 190 | | 3205 | Fund Balance | \$ 6,000.00 |
| | 185 | | 3205 | Fund Balance | \$ 6,000.00 |
| | | | | | |
| B. USE OF FINANCING | 190 | 190202 | 7323 | | \$ 6,000.00 |
| | 185 | 185126 | 7323 | | \$ 6,000.00 |
| | | | | | |

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

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Stantec for Central, Western and Southern Plumes.

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

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

Department Head Signature: Alvaro Sanchez

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

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

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH STANTEC CONSULTING CORPORATION,
OF RANCHO CORDOVA, FOR GROUNDWATER MONITORING AND
MONITORING WELL MAINTENANCE SERVICES, AND FURTHER
APPROPRIATING FUNDS

WHEREAS, on April 17, 2013, City Council approved a Professional Services Agreement with Stantec Consulting Corporation to provide groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes. On August 7, 2013, City Council approved Amendment No. 1 to provide additional maintenance, repair and monitoring services; and

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

WHEREAS, based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work an evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs; repairs and maintenance as identified in the evaluation; an evaluation of the integrity of sample bag suspension harnesses in existing Central Plume wells; procurement and deployment of new sample bag harnesses as needed for Central Plume wells; update the necessary data for existing and proposed Western and Southern plume wells for compliance with GeoTracker requirements; and additional unanticipated out-of-scope work as requested by the City; and

WHEREAS, staff recommends approving Amendment No. 2 to the Stantec PSA to provide these services on a time-and-materials basis for an amount not to exceed \$19,000 over the next 24 months or until the funds are spent, whichever occurs first.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, California, for groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes, in an amount not to exceed \$19,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$19,000 be appropriated from PCE/TCE Cleanup Funds.

Dated: August 20, 2014

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Kratos Public Safety & Security Solutions, Inc., of San Diego, for Repairs and Maintenance of City Security Doors, Gates and Access Control (\$75,000)

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Kratos Public Safety & Security Solutions, Inc., of San Diego, for repairs and maintenance of City security doors, gates and access control, in the amount of \$75,000.

BACKGROUND INFORMATION: Kratos Public Safety & Security Solutions, Inc. (Kratos), formerly Ingersoll Rand, has installed and maintained the key access systems for the Police Department, Municipal Service Center, White Slough Water Pollution Control Facility, Surface Water Treatment Plant, Library and Lodi Transit Station. Kratos has been designated as the sole supplier of these systems in past Council actions, to keep all systems consistent and allow for interoperability.

The Professional Services Agreement will cover on call repairs and maintenance for all City facility security doors, gates and access control for a period of five years. All work will be billed on an hourly rate plus materials, with a markup rate dependent on the material. All costs will be approved by the City prior to any work being completed.

Staff recommends that the City Manager be authorized to execute the Professional Services Agreement with an amount not to exceed \$75,000 for the five-year period.

FISCAL IMPACT: Excess costs may be incurred if the City uses a different maintenance provider of security systems. Another provider may not service another company's equipment which may require replacement of serviceable equipment.

FUNDING AVAILABLE: Operating Accounts: Facilities (103511.7331), Police (101033.7323), Transit (125055.7334), White Slough (170403.7331), Electric Utility (160601.7331), Wastewater (170401.7323) and Water (180451.7323).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, 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 On-Call Repairs and Maintenance of City Security Doors, Gates and Access Control (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on September 1, 2014 and terminates upon the completion of the Scope of Services or on August 30, 2019, 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: Rebecca Areida-Yadav, Management Analyst

To CONTRACTOR: Kratos Public Safety & Security Solutions, Inc.
4820 Eastgate Mall, Ste. 200
San Diego, CA 92121

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

KRATOS PUBLIC SAFETY & SECURITY

By: _____


By: _____
Name:
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: _____
(Business Unit & Account No.)



4820 Eastgate Mall Ste. 200
San Diego, CA, 92121
Main: (858) 812-7300
Fax: (858) 858-7301
www.kratospss.com

July 16, 2014

Rebecca Areida-Yadav
Management Analyst
Public Works Department
City of Lodi
(209) 333-6706

Dear Mrs. Yadav,

On behalf of Kratos Public Safety & Security Solutions, Inc. (Kratos), I am pleased to present the below Time and Material Hourly rate for the City of Lodi for on call repairs and maintenance for security doors, gates, and Access Control.

The Kratos hourly rate for the first year of this agreement is \$130.00 per hour, with a 3% escalation for each additional year. All work will be quoted based on this rate to include any applicable material and travel cost to be approved by the City of Lodi prior to any work being performed

Again I would like to thank you for this opportunity and I look forward to working with you.

Regards,

Ryan Morning

NOT TO EXCEED \$75,000 FOR FIVE-YEAR TERM OF AGREEMENT



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 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

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.

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

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.

**Services – Federal Clauses
(under \$100,000)**

The following clauses are included with the City of Lodi Professional Service Agreement.

1. Access to Records

The following access to records requirements apply to this Contract:

- I. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- II. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- III. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- IV. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- V. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- VI. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).
- VII. FTA does not require the inclusion of these requirements in subcontracts.

2. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (20) dated October 1, 2013), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

3. No Government Obligation to Third Parties

- I. CITY OF LODI and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CITY OF LODI, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- II. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

4. Program Fraud and False or Fraudulent Statements or Related Acts.

- I. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- II. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- III. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

5. Civil Rights

The following requirements apply to the underlying contract:

- I. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

III. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. **Disadvantaged Business Enterprise (DBE)**

City of Lodi Assurance

The CITY OF LODI shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26.

The CITY OF LODI will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

It is the policy of the CITY OF LODI to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the CITY OF LODI construction, procurement and professional services activities.

Contractor Assurance

Pursuant to 49 CFR Part 26, the CONTRACTOR is required to make the following assurance in its agreement with the CITY OF LODI and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure of the Contractor or Subcontractor to carry out these requirements is a material breach of contract,

which may result in the termination of contract by the CITY OF LODI, or any such remedy the CITY OF LODI may deem appropriate."

The City's DBE Program, as required by 49 CFR Part 26, as approved by DOT, is incorporated by reference in this section.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification of failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

7. Prompt Payment

I. Prompt Progress Payment to Subcontractors

Attention is directed to the provisions in Federal Regulations (49 CFR 26.29) concerning payment to subcontractors. The contractor shall make prompt and regular incremental acceptances of portions, as determined by the CITY OF LODI of the contract work and pay retainage to the prime contractor based on these acceptances.

II. Prompt Payment of Payment of Withheld Funds to Subcontractors

The contractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY OF LODI. Federal Regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 day may take place only for good cause and with the CITY OF LODI's prior written approval. Any violation of this provision shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code.

This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors

8. Incorporation of FTA 4220.1F Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY OF LODI request, which would cause CITY OF LODI to be in violation of the FTA terms and conditions.

9. Termination

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make

reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement

- I. Termination for Convenience: CITY OF LODI may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY OF LODI to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to CITY OF LODI, the CONTRACTOR will account for the same, and dispose of it in the manner CITY OF LODI directs.
- II. Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, CITY OF LODI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by CITY OF LODI that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, CITY OF LODI, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- III. Termination for Cost-Type Contracts: CITY OF LODI may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of CITY OF LODI or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from CITY OF LODI, or property supplied to the CONTRACTOR by CITY OF LODI. If the termination is for default, CITY OF LODI may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY OF LODI and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

10. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

11. Access Requirements for Persons with Disabilities

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. 12101 *et seq.*, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; 49 U.S.C. 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

12. Government-wide Debarment and Suspension

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC., OF SAN DIEGO, FOR REPAIRS AND MAINTENANCE OF CITY SECURITY DOORS, GATES AND ACCESS CONTROL

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WHEREAS, Kratos Public Safety & Security Solutions, Inc., formerly Ingersoll Rand, has installed and maintained the key access systems for the Police Department, Municipal Service Center, White Slough Water Pollution Control Facility, Surface Water Treatment Plant, Library and Lodi Transit Station; and

WHEREAS, Kratos Public Safety & Security Solutions, Inc., has been designated as the sole supplier of these systems in past Council actions, to keep all systems consistent and allow for interoperability; and

WHEREAS, the Professional Services Agreement will cover on call repairs and maintenance for all City facility security doors, gates and access control for a period of five years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Kratos Public Safety & Security Solutions, Inc., of San Diego, California, for repairs and maintenance of City security doors, gates and access control, in an amount not to exceed \$75,000 for the five-year term of the agreement.

Dated: August 20, 2014

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I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Lease Agreement with Verizon Wireless for Ground Space Lease at 114 North Main Street

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Lease Agreement with Verizon Wireless for ground space lease at 114 North Main Street.

BACKGROUND INFORMATION: The City entered into a lease agreement with Verizon Wireless on July 21, 1999, for the lease of approximately 400 square feet of ground space and water tower space at 114 North Main Street for use in its communication business. On July 7, 2010, City Council approved an amendment to the agreement which added an additional 205 square feet of ground space for the placement of an enclosed emergency generator and added an additional \$250 to their monthly lease payment.

The current lease expired on June 30, 2014. Verizon Wireless is requesting a five-year extension to the lease agreement, with the option of two successive five-year extensions.

Verizon Wireless currently pays the City of Lodi \$1,260.66 per month in lease rent, increased annually by 4 percent. The amendment calls for an additional \$500 per month for the extension periods, in addition to the annual increase of 4 percent.

FISCAL IMPACT: The three successive five-year extension periods would collect approximately \$308,620 in revenue for the General Fund.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 2

AMENDED AND RESTATED GROUND AND WATER TOWER SPACE LEASE

THIS AMENDED AND RESTATED GROUND AND WATER TOWER SPACE LEASE, made and effective this ____ day of _____, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Landlord", and SACRAMENTO-VALLEY LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS, hereinafter called "Tenant."

WITNESSETH:

1. CONTRACT: Landlord and Tenant, entered into a Lease Agreement on July 21, 1999 (the "Agreement") for the lease of ground and water tower space at 114 North Main Street which expires on June 30, 2014, having been extended for an additional five (5) year period as provided under the Agreement. Landlord and Tenant thereafter entered into a First Amendment to Lease Agreement, effective October 31, 2013 (the "First Amendment") (collectively referred to as the "Lease"), for the purpose of expanding the Tenant's Premises and providing for an increase in Base Rent payable to Landlord.

Landlord and Tenant hereby agree to restate the Lease (referenced by Tenant as Contract No. 35411) in its entirety and amend the expiration date thereof.

2. TERM AND TERMS: Tenant is hereby granted options to extend the Term of the Lease on the same terms and conditions as set forth herein for up to three (3) additional and successive five (5) year periods each (each an "Option Period"). The Lease shall automatically be extended for each period unless Tenant notifies Landlord in writing of Tenant's intention not to extend this Lease as least ninety (90) days prior to the expiration of the then current Option Period. Subsequent extensions other than as set forth above will be by mutual consent of Tenant and Landlord. All other terms and conditions will remain as set forth in the Agreement and the First Amendment attached hereto as Exhibits 1 and 2, respectively, and made a part hereof as though fully set forth herein.

3. RENT: Effective July 1, 2014, Tenant shall increase the monthly rent paid to Landlord by five hundred dollars (\$500.00) (the "Rent Increase"). The Rent Increase shall be subject to the annual increase set forth in the Lease. Landlord and Tenant acknowledge and agree that the initial Rent Increase payment shall not actually be sent by Tenant until forty five (45) days after full execution.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Extension Agreement on the date and year first above written.

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

SACRAMENTO-VALLEY LIMITED
PARTNERSHIP d/b/a VERIZON
WIRELESS hereinabove called "Tenant"
By: AirTouch Cellular, Its General Partner

STEPHEN SCHWABAUER
City Manager

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date:

ATTEST:

APPROVED AS TO FORM:

JENNIFER M. ROBISON
City Clerk

JANICE D. MAGDICH
City Attorney

LEASE AGREEMENT
(Antenna on Water Tower)
114 North Main Street

THIS LEASE entered into as of this 21st day of July, 1999, by and between The City of Lodi, acting by and through its Public Works Department ("Landlord") and Sacramento-Valley Limited Partnership, a California limited partnership ("Tenant"), of which AirTouch Cellular, a California corporation, with offices located at 255 Parkshore Drive, Folsom, CA 95630, is the General Partner.

Background

A. Landlord is the owner in fee simple of a parcel of land located in the City of Lodi, San Joaquin County, State of California, legally described on the attached Exhibit A (the "Owned Premises"), on which a water tower (the "Tower") is located. The street address of the Owned Premises is 114 North Main Street.

B. Tenant desires to lease space on the Tower described below for the installation and operation of certain antennae facilities, which include directional antennae, connecting cables and appurtenances, and space on the ground for the installation of an equipment building (collectively, "Antennae Facilities") for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the Parties agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of space on the Tower and space on the ground (approximately four hundred (400) square feet), as shown on the Site Plan attached as Exhibit B (the "Premises"). Tenant understands that Landlord may lease space on this water tower and the surrounding area to other persons or entities. Tenant intends to locate its Antennae Facilities as described more fully on the attached Exhibit C on the Premises. Tenant may not add additional

equipment and/or antennae from that shown on Exhibit C without the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

This Lease is not a franchise pursuant to any City, State or Federal laws nor is it a permit to use the rights-of-way of the City for other than ingress and egress purposes except those areas covered by this Lease. Any franchise or permit must be obtained separately from Landlord.

2. Term. This Lease shall commence on July 1, 1999 (the "Commencement Date") and end on June 30, 2009.

Tenant is hereby granted an option to extend this Lease on the same terms and conditions for one (1) additional five (5) year period ("Option Period") after the original term expires by giving Landlord written notice of its intention to do so at least ninety (90) days prior to the date that the then-current term would otherwise end. Subsequent extensions will be by mutual consent of Tenant and Landlord under the same terms and conditions; provided, however, that, if Tenant and Landlord fail to agree to subsequent extensions, then this Lease shall continue in force upon the same terms and conditions for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least one (1) year prior to the date of lease expiration.

3. Rent.

a. Tenant shall pay Landlord as monthly rent for the Premises the sum of Seven Hundred Dollars (\$700) per month. ("Base Rent"). Tenant shall pay Landlord rent beginning the date of issuance of the building permit. That date must be no later than six months from the date of execution of this Lease. The Commencement Date shall remain July 1, 1999 for the life of the Lease.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid within ten (10) days after when due. Any amounts not paid within ten (10) days after when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. Upon full execution of this Lease by Tenant and Landlord, Tenant shall pay Landlord the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as processing fee.

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Base Rent for the prior year.

e. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

f. To the extent that Landlord desires to purchase cellular telephone service from Tenant, Tenant shall offer this service to Landlord at the government rate and terms that Tenant then offers to other governmental entities.

g. Base Rent, and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of its communications building, radios and Antennae Facilities for the transmission, reception and operation of a wireless communications system and uses incidental thereto and for no other uses. Subject to the terms and conditions contained herein, Landlord may permit others to use other portions of the Tower. Tenant may erect and operate three (3) four-in-one panel antennas and may expand the number of antennae, but only with Landlord's consent, which consent shall not be unreasonably withheld or delayed, and only after Landlord has obtained, at Tenant's expense, a certified evaluation indicating that each additional antenna will not interfere with existing antennae, and the Tower can structurally support the additional Antennae.

b. Tenant shall, at its expense, comply with all present and future applicable federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant, but at no expense to Landlord, in obtaining any federal licenses and permits required for or substantially required by Tenant's use of the Premises.

c. (1) Tenant shall remove the Antennae Facilities from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord (Landlord agrees that normal wear and tear shall not require restoration).

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

5. Construction Standards. The Antennae Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antennae Facilities in a manner consistent with the color of the Tower.

6. Installation of Equipment.

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities as described on Exhibit C.

b. Tenant's installation of all such Antennae Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done to the Tower by Tenant during Tenant's installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's sole reasonable satisfaction. In connection with the installation and operation of the Antennae Facilities, Tenant shall not make any penetrations of the Tower without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall pay all costs and expenses in relation to maintaining the integrity of the Tower solely in connection with Tenant's installation and operations of the Antennae Facilities.

c. Within thirty (30) days after the Commencement Date, Tenant shall provide Landlord with as-built drawings of the Antennae Facilities and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit C. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antennae Facilities.

7. Maintenance.

a. Tenant shall, at its own expense, maintain the Antenna Facilities and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the pre-existing use of the Tower by Landlord. Tenant shall ~~not unreasonably interfere with the use of the Tower by other tenants so long as the equipment of each such tenant was pre-existing on the date of this Lease and has not been modified after the date of this Lease.~~

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall install and maintain equipment in such a way that birds shall not be able to roost, sit or nest in, on or around Tenant's equipment.

d. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat or noise.

e. In the event Landlord or any other tenant undertakes painting, construction or other alterations on the Tower, then such entity shall take measures at such entity's cost to avoid causing harm to Tenant's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process (such entity shall pay all costs to repair damage caused to Tenant's equipment, personal property and/or Antennae Facilities) and shall give at least thirty (30) days prior written notice to Tenant of such painting, construction or other alterations. Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

8. Premises Access.

a. Tenant shall have access to the Premises by means reasonably designated by Landlord, subject to notice requirements to Landlord in 8b., below.

b. Tenant shall have reasonable access to the Premises twenty-four (24) hours per day, seven (7) days per week, in order to install, operate, and maintain its Antennae Facilities. Tenant shall request access to the Premises twenty-four (24) hours in advance, except in an emergency.

c. Upon at least five (5) days prior written notice to Tenant, Landlord shall be allowed and granted access to the Premises at reasonable times to examine and inspect the Premises for safety reasons or to ensure that Tenant's covenants are being met.

9. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

10. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

11. Approvals; Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antennae Facili-

ties in accordance with applicable site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

12. Interference. Tenant's installation, operation, and maintenance of its transmission facilities shall not damage or unreasonably interfere in any way with Landlord's non-telecommunications operations or related repair and maintenance activities or with such operations of other tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Tower promptly upon written notice of such actual interference, provided, however, in such case, Tenant shall have the right to terminate the Lease. Landlord, at all times during this Lease, reserves the right upon at least thirty (30) days prior written notice to Tenant, to take any action it deems reasonably necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary.

Before approving the placement of Antennae Facilities, Landlord may obtain, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support Tenant's Antennae Facilities without prejudice to Landlord's primary use of the Tower.

Landlord shall not permit interference with Tenant's communications operations by any party who installs equipment on the Tower after Tenant or by any pre-existing party which modifies its equipment after the date of this Lease. In the event any other party requests a lease and/or permission to place any type of additional antennae or transmission facility on the Tower, the procedures of the following paragraph shall be used to determine whether such antennae or transmission facility is likely to interfere with Tenant's transmission operations. Landlord shall in all circumstances require a minimum ten (10) foot separation between antennas.

If Landlord receives any such request, Landlord shall submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of Antennas or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment and, subject to Tenant's reasonable approval, to adequately reduce the interference. In that case, Landlord may proceed with the proposal.

Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed Tenant's facilities and/or which have not been modified subsequent to the installation of Tenant's Antennae Facilities. If Tenant's facilities cause interference, then after Tenant's receipt of written notice thereof, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, Tenant may terminate this Lease.

13. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within ten (10) days after written notice thereof is received by Tenant from Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after receipt of written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises and fails to pay the Base Rent hereunder; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a material default which is not cured during the applicable cure period, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, with notice to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Antennae Facilities (and proceed as set forth in paragraph 4(c)) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination, (ii) the amount-by-which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount reasonably necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorney fees.

14. Cure by Landlord. In the event of any default of this Lease by Tenant, Landlord may at any time, after at least five (5) days prior written notice to Tenant, cure the default for the account of and at the expense of Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Landlord's rights under this Agreement and Landlord is the prevailing party, then the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

15. Optional Termination. This Lease may be terminated in writing (a) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Tenant's business, or if, due to technological changes or for any other reason Tenant, in its sole discretion, determines that it will be unable to use the Premises for Tenant's intended purposes by Tenant; (b) by Tenant if the Landlord imposes taxes or fees upon Tenant's use and maintenance of the Tower; (c) by Landlord upon at least one (1) year's prior written notice to Tenant and only after the fifteenth (15th) year of the lease term if Landlord decides, in its sole discretion and for any reason, to discontinue use of the Tower; (d) by Landlord upon at least six (6) months prior written notice to Tenant, if it determines, in its sole discretion and for any reason, that the Tower, based on a licensed California engineer's structural analysis, is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to the condition of the Tower; (e) by Landlord upon at least six (6) months prior written notice to Tenant, if it determines in its sole reasonable discretion that continued use of the Tower by Tenant is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or (f) by Landlord upon at least six (6) months prior written notice to Tenant, at its sole discretion if Tenant loses its license to provide cellular service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license.

If, during the term of the Lease, there is a determination made pursuant to an order of the Federal Communications Commission that Tenant's use of the Premises poses a human health hazard which cannot be remediated, then Landlord may notify Tenant that Landlord terminates this Lease, and this Lease shall terminate One (1) year after Tenant's receipt of such notice.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antennae Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises caused by such equipment,

normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Landlord.

16. Liquidated Damages: Termination. Notice of Tenant's termination pursuant to paragraph 17(a) shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except that rental payments to Landlord shall continue as liquidated damages for the remainder of the Lease term, not to exceed 100% of the annual rent for the year in which such termination occurs.

17. Alteration, Damage or Destruction. If the Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove the Antennae Facilities from the Premises, repair any damage caused by such removal, normal wear and tear and damage by casualty excepted. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord and Tenant shall have no obligation to repair any damage to any portion of the Premises which was caused by casualty. Tenant shall have the right, but no obligation, to repair damage to the Premises/Tower in order to continue its operations on the Premises.

18. Condemnation. In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, Tenant shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

19. Indemnity and Insurance.

a. Disclaimer of Liability: Except to the extent caused by the negligence or intentional misconduct of Landlord or of any agent, servant or employee of Landlord, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antennae Facilities.

b. Indemnification: Except to the extent caused by the negligence or intentional misconduct of Landlord or of any agent, servant or employee of Landlord, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which arises out of or results from the construction, installation, operation, maintenance, use or condition of the Premises by Tenant or Tenant's Antennae Facilities or Tenant's failure to comply with any applicable federal, state or local statute, ordinance or regulation governing Tenant's use of the Premises.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation maintenance or use of the Premises or Tenant's Antennae Facilities, and, upon the prior written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon reasonable prior written notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such mat-

ter or behalf of the Indemnitees without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and provided further that the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

d. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all reasonable expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Landlord's attorney, and the actual reasonable expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions-or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense, then Tenant shall pay all reasonable expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the reasonable costs of any services rendered by Landlord's attorney, and the actual reasonable expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

e. Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by Tenant, its employees and agents, with personal protection insurance

and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

f. Named Insureds: All policies, except for business interruption and workers compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

g. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord. Landlord shall immediately advise Tenant of any claim or litigation that may result in liability to Tenant.

h. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

“At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.”

i. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of California or surplus line carriers on the State of California Insurance Commissioner’s approved list of companies qualified-to-do business in the State of California. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

j. Deductibles: All insurance policies may be written with deductibles. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

k. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker’s compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate reasonable limits of insurance.

l. Review of Limits: Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified in writing and shall obtain the reasonable additional limits of insurance, at its sole cost and expense.

20. Hazardous Substance Indemnification. Except for Tenant’s use of batteries, fire protection systems and fuel for generators, Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance on the Premises and any damage, loss, or expense or liability resulting from such release including all reasonable attorneys’ fees, costs and penalties incurred as a result thereof except any release caused by Landlord, its employees, agents, other tenants, licensees, occupants or independent contractors. “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

21. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the conditions herein specified, so far as applicable.

22. Subordination to Mortgage. Any mortgage now or subsequently placed by Landlord upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease and Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage; provided that every such mortgagee shall recognize (in writing and in a form acceptable to Tenant's counsel) the validity of this Lease in the event of foreclosure of Landlord's interest and also Tenant's right to remain in occupancy and have access to the Premises for so long as Tenant is not in material default of this Lease beyond any applicable cure period. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

23. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation warranty with respect to the condition of the Premises.

24. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior written request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) to the person making the certificate's actual knowledge, without inquiry, Landlord is not in default under any provisions of the Lease.

25. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to: City of Lodi
P. O. Box 3006
Lodi, CA 95241
Attn: Richard Prima

With a copy to: City of Lodi
P. O. Box 3006
Lodi, CA 94241
Attn: Sharon Blaufus

If to Tenant, to: Sacramento-Valley Limited Partnership
AirTouch Cellular
255 Parkshore Drive
Folsom, California 95630
Attn: Real Estate Department

With a copy to: AirTouch Communications
Legal Department
2999 Oak Road, MS 1025
Walnut Creek, California 94596

26. Assignment.

a. Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, however, Tenant shall not require Landlord's consent in order to assign this Lease, or to sublease all or any portion of the Premises to Tenant's general partner, AirTouch Cellular, or to any "affiliate" of AirTouch Cellular, or to any partnership in which AirTouch Cellular or any "affiliate" of AirTouch Cellular participates. As used herein, an "affiliate" of AirTouch Cellular shall mean any entity which controls, is controlled by, or is under common control with AirTouch Cellular.

b. Subject to the terms hereof, nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.

27. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

28. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The re-

ceipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Taxes.

a. Tenant shall pay its proportionate share of real property taxes, possessory interest taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises, which become due and payable during the term of this Lease.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes assessed on the personal property of Tenant which is located on the Premises.

30. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of California.

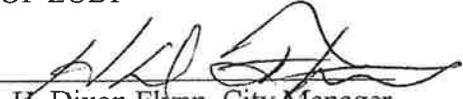
d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

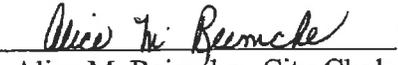
e. Tenant agrees to share on a square-footage prorated basis (400 square feet/54,014 square feet) in the reasonable costs to construct curb and gutter on the street frontage of the Owned Premises and fencing or landscaping thereof, excluding, however, any and all cost associated with Landlord's building and/or Tower improvements. Landlord agrees to provide reasonably detailed documentation substantiating all costs that Tenant is requested to share, and Tenant shall have the right to approve all such costs, which approval shall not be unreasonably withheld or delayed.

This Lease was executed as of the date first set forth above.

LANDLORD:

CITY OF LODI

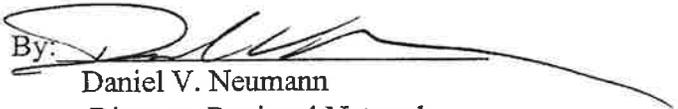
By: 
H. Dixon Flynn, City Manager

By: 
Alice M. Reimche, City Clerk

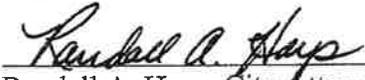
TENANT:

SACRAMENTO-VALLEY LIMITED PARTNERSHIP,
a California limited partnership

By: AirTouch Cellular, a California corporation

By: 
Daniel V. Neumann
Director, Regional Network

Approved as to Form


Randall A. Hays, City Attorney

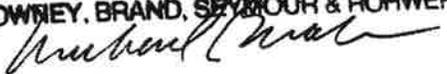
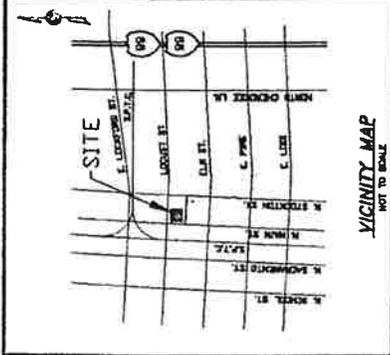
APPROVED AS TO FORM
DOWNEY, BRAND, SEYMOUR & ROMWER


EXHIBIT A

LEGAL DESCRIPTION OF OWNED PREMISES

All those certain lots, pieces or parcels of land situate, lying and being in the City of Lodi, County of San Joaquin, State of California, described and designated as Lot No. 1 and that part of Lot No. 2 lying west of the Quarter Section line between the Southeast Quarter and the Southwest Quarter of Section 1, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, both said lots being in Block 29, according to the official map or plat of the said City of Lodi.



SITE ADDRESS:
101 N. MAIN STREET
LOS ANGELES, CALIFORNIA

ASSESSOR'S PARCEL NO. 7043-084-001

OWNER:
CITY OF LOS ANGELES
101 N. MAIN STREET
LOS ANGELES, CA 90012-1012
PHONE: (213) 847-1012

APPLICANT:
AIRTOUCH CELLULAR INC.
101 N. MAIN STREET
LOS ANGELES, CA 90012-1012
PHONE: (213) 847-1012

PREPARED BY:
LAURENCE AND MENLE CIVIL ENGINEERS
101 N. MAIN STREET
LOS ANGELES, CALIFORNIA 90012
PHONE: (213) 847-1012

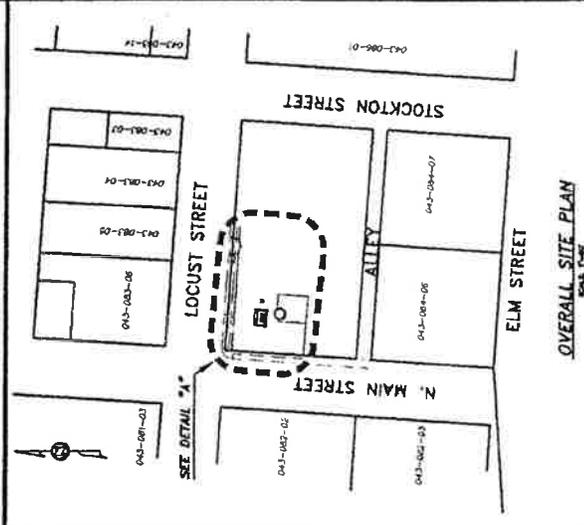
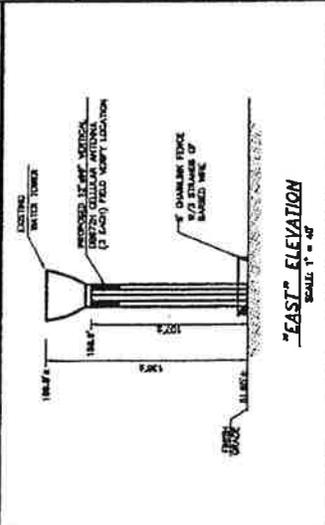
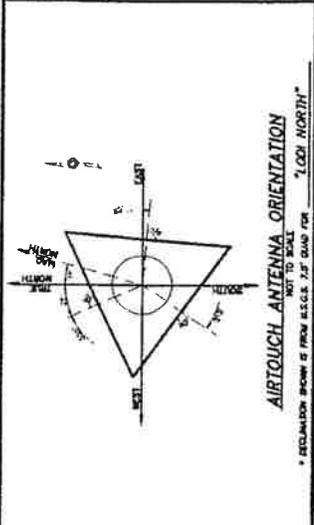
LEGAL DESCRIPTION:
ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND STRAITS, LOTS AND BENS IN THE CITY OF LOS ANGELES COUNTY OF SAN ANGELES, STATE OF CALIFORNIA, BEING THE PARCELS OF LAND DESCRIBED IN LOT 1 AND PART OF LOT 2 OF THE 1/4 SECTION 16, TOWNSHIP 11 NORTH, RANGE 11 WEST, SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 11 WEST, SOUTHWEST QUARTER, ACCORDING TO THE ORIGINAL MAP OR PLAN OF THE SAID CITY OF LOS ANGELES.

BASIS OF BEARINGS:
THE EAST SIDE OF N. MAIN STREET, AS SHOWN ON PLAN 101 N. MAIN STREET, MAP AT PLAN 204, SAN ANGELES COUNTY, CALIFORNIA.

NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS OF EXISTING AND PROPOSED STRUCTURES AT TIME OF CONSTRUCTION.
2. ALL PUBLIC IMPROVEMENTS PROPOSED.
3. SURVEY TIE-IN FROM RECORD MAPS AND DEEDS.
4. THE EXISTING ZONING FOR THE PROPERTY IS CMLB1000000Z.
5. NO CHANGES PROPOSED.
6. VARIATION STRIKES FROM PROPERTY LINE ARE TO BE APPROVED BY THE CITY OF LOS ANGELES.

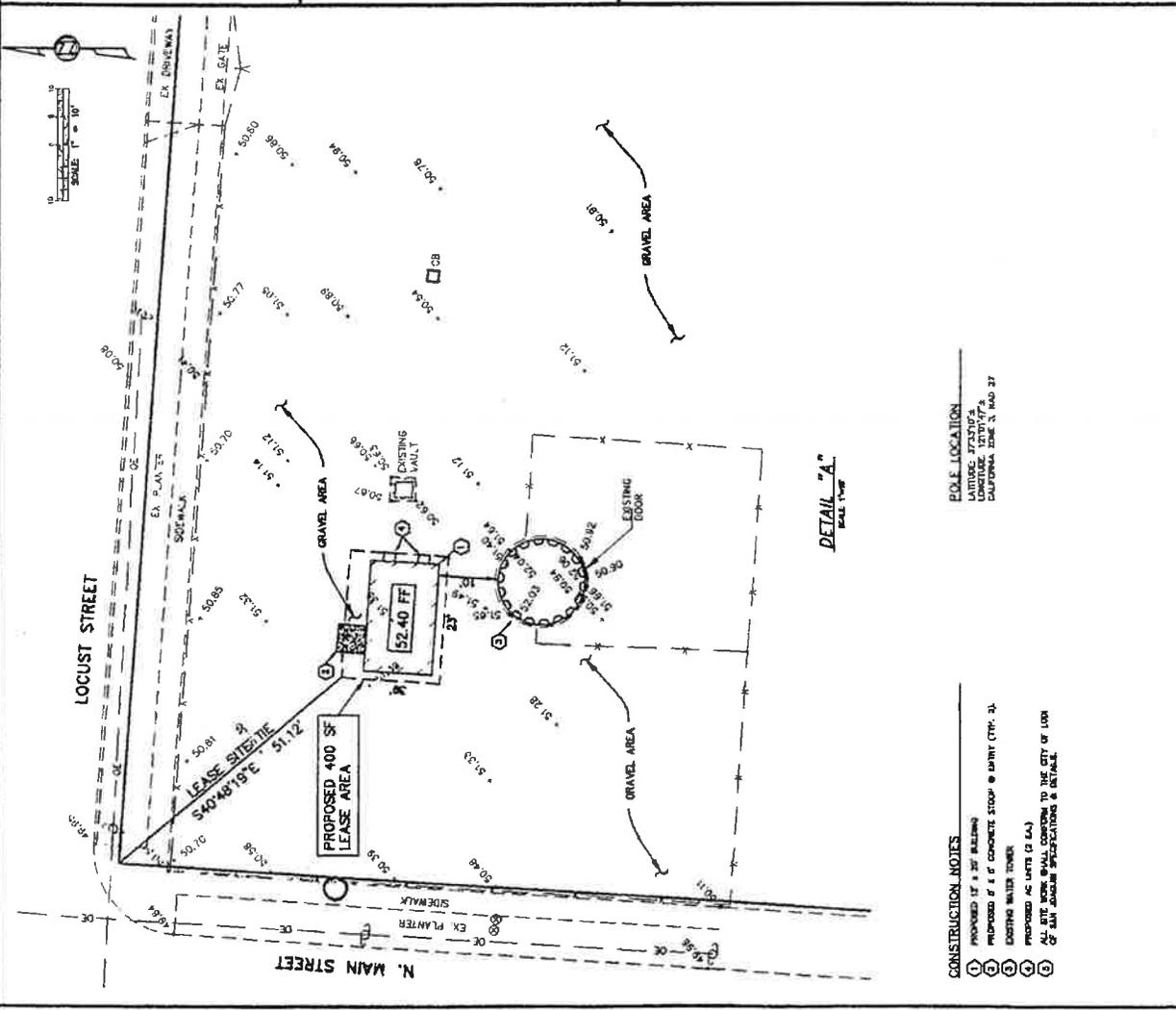
| | | |
|----------------------|----------|-----------------------------|
| SHEET | SCALE | SITE PLAN |
| 1 | AS SHOWN | OR |
| DATE: 05-18-99 | | CONVENTIONAL USE POINT |
| SCALE: 2100'-0" = 1" | | "CENTRAL LOOP LEASE SITE" |
| JOB NO. 7110-01 | | BY: ANJAN GUPTA, CALIFORNIA |



AIRTOUCH Cellular

LM CIVIL ENGINEERING
101 N. MAIN STREET
LOS ANGELES, CALIFORNIA 90012-1012
PHONE: (213) 847-1012

LAURENCE AND MENLE
BY: BRITAN P. BORDO
DATE: 5/18/99
REGISTRATION EXPIRES 2-31-00



| REV. | DATE | DESCRIPTION | BY | APP'D |
|------|------|-------------|----|-------|
| | | | | |
| | | | | |
| | | | | |

EXHIBITS "B" AND "C"

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 31 day of June, 2013, by and between the City of Lodi, a municipal corporation ("Landlord"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord and Tenant, or their predecessors in interest, are parties to a Lease Agreement dated on or about July 8, 1999 ("Lease"), whereby Landlord has leased a portion of Landlord's Owned Premises (as defined in the Lease) to Tenant to construct, operate and maintain Antennae Facilities.

B. Landlord and Tenant desire to (i) expand the size of Tenant's Premises, and (ii) provide for an increase in the Base Rent payable to Landlord under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LEASE PREMISES. The first paragraph of Section 1 of the Lease shall be deleted in its entirety and replaced with the following:

"Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of space on the Tower and approximately six hundred five (605) square feet on the ground, comprised of a four hundred (400) square foot parcel for a communications facility and a two hundred five (205) square foot parcel for an emergency generator, together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among Tenant's leased parcels and Tenant's tower space and to all necessary electrical and telephone utility sources as shown on the Site Plan attached as Exhibit B (collectively, the "Premises"). Tenant understands that Landlord may lease space (other than the Premises) on the Tower and the surrounding area to other persons or entities subject to Section 12 of this Lease."

2. EXHIBIT "B" and EXHIBIT "C". Exhibit "B" of the Lease is hereby supplemented with Exhibit "B-1" attached hereto and incorporated herein by this reference. In the event of any discrepancies between Exhibit "B" to the Lease and Exhibit "B-1" attached hereto, Exhibit "B-1" attached hereto shall control. Exhibit "C" of the Lease is hereby deleted in its entirety.

3. RENT. Commencing upon the first day of the month following the date Tenant begins installation of the emergency generator on the Premises (the "Rental Increase Date"), the Base Rent shall increase by the amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00) per month. Tenant and Landlord agree that they shall acknowledge in writing the Rental Increase Date. Tenant and Landlord acknowledge and agree that the initial rent increase payment shall not actually be sent by Tenant until thirty (30) days after written acknowledgement confirming the Rental Increase Date.

4. ASSIGNMENT. The second sentence of subsection 26.a, of the Lease shall be deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, however, this Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by

the Federal Communications Commission in which the Owned Premises is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.”

5. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this FIRST AMENDMENT TO LEASE AGREEMENT to be executed by each party’s duly authorized representative effective as of the date first above written.

LANDLORD:

City of Lodi, a municipal corporation

By: [Signature]
Name: Konradt Barltam
Title: ~~Interim~~ City Manager
Date: 10-30-13

ATTEST:
[Signature]
Randi Juhl
City Clerk
Date: 10/31/13

TENANT:

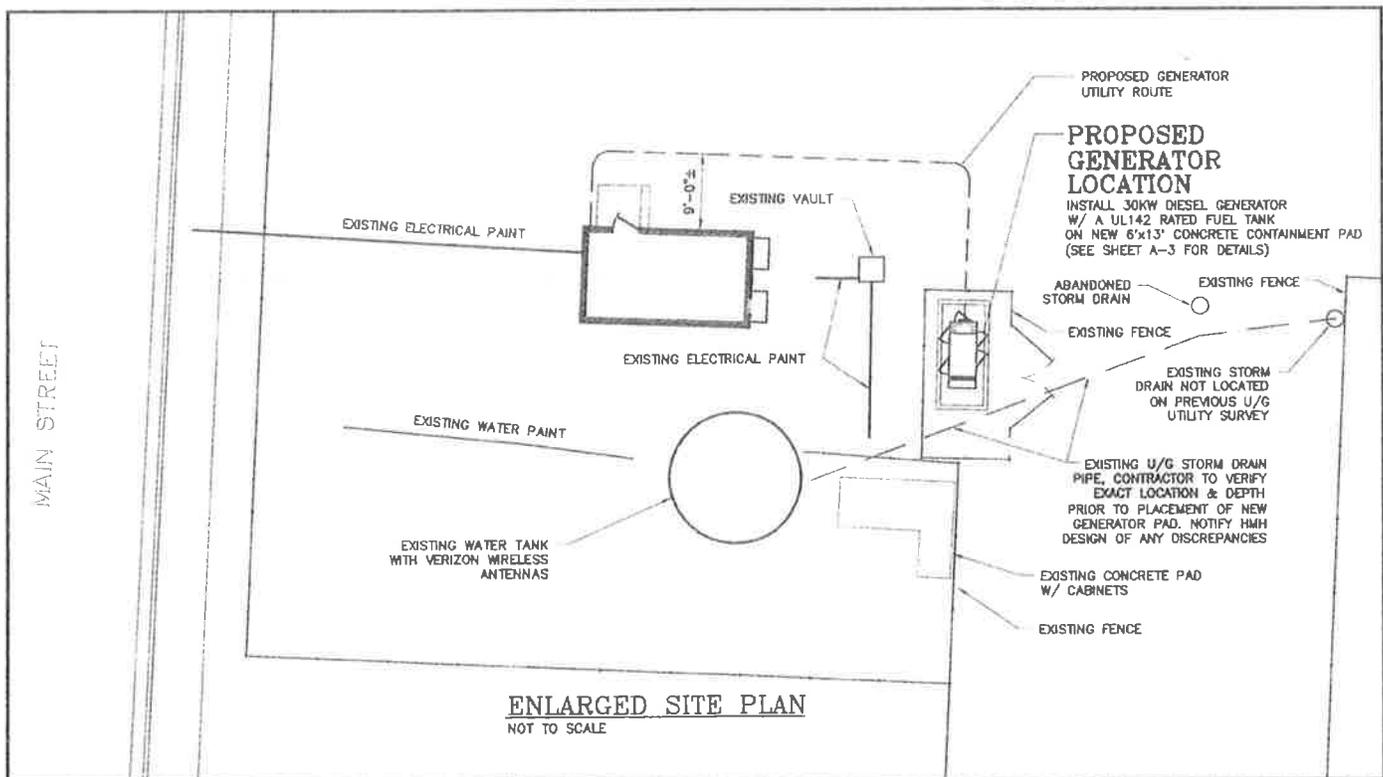
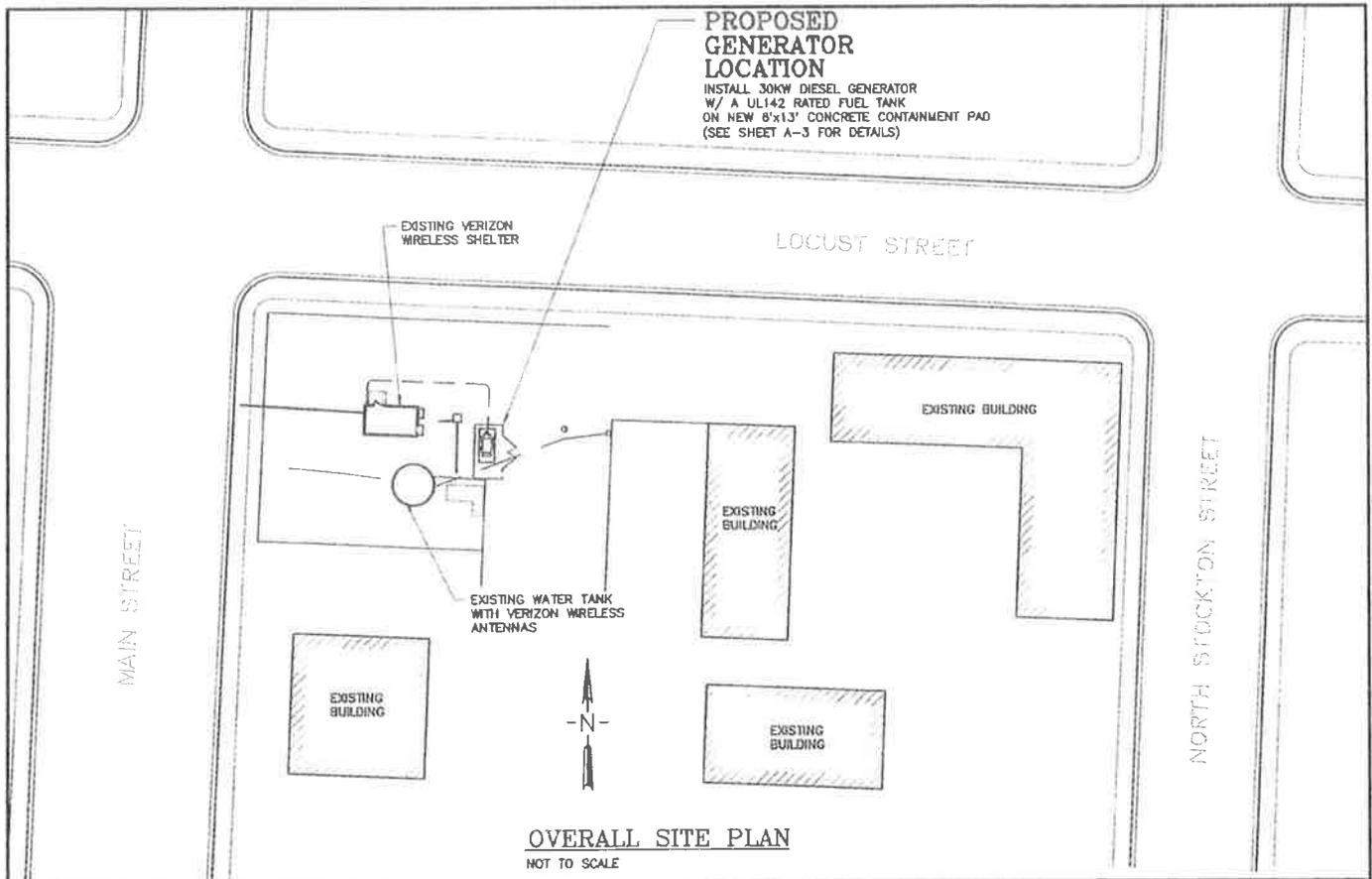
Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: [Signature]
Name: Brian Mecum
Title: Area Vice President Network
Date: 10/01/13

Approved as to form

[Signature]
City Attorney

EXHIBIT "B-1"



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Attn: Michael O. Gualco, Esq.
(Site Name: Central Lodi)

(Space above this line for Recorder's use.)

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT is made this 31st day of October, 2013, between City of Lodi, a municipal corporation, with a mailing address of P.O. Box 3006, Lodi, CA 95241, hereinafter referred to as "Landlord", and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Tenant". Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Landlord and Tenant entered into a Lease Agreement (the "Agreement") on July 8, 1999, for an initial term of ten (10) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement. A memorandum of the Agreement was recorded on October 8, 1999 as Document No. 99127749 in the Official Records of the County Recorder of San Joaquin County, California ("Memorandum"). Landlord and Tenant now enter into a First Amendment to Lease Agreement (the "Amendment"), dated 10/31/13. The Amendment provides, among other matters, that the size of the Premises shall be expanded.

2. Landlord hereby leases to Tenant a portion of that certain space on the Landlord's Tower, located at 114 North Main Street, Lodi, San Joaquin County, as shown on the Tax Map of the County of San Joaquin as a portion of Assessor's Parcel No. 043-084-11 (the entirety of Landlord's property is referred to hereinafter as the "Property"), together with a parcel of property containing 605 square feet, comprised of a four hundred (400) square foot parcel for a communications facility and a two hundred five (205) square foot parcel for an emergency generator, together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among Tenant's leased parcels and Tenant's tower space and to all necessary electrical and telephone utility sources (collectively the "Premises"). The depiction of the Premises attached as Exhibit B to the Memorandum is hereby supplemented with the attached Exhibit B-1 showing the expanded Premises.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is July 1, 1999.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD:

City of Lodi, a municipal corporation

By: [Signature]
Name: Konradt Barltam
Title: ~~Interim~~ City Manager
Date: 10-30-13

ATTEST:

[Signature]
Randi Johl
City Clerk

Date: 10/30/13

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: [Signature]
Name: Brian Mecum
Title: Area Vice President Network
Date: _____

Approved as to form [Signature]
City Attorney

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On October 11, 2013 before me, Susana Barreto a Notary Public, personally appeared Brian Mecum who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

State of California)
County of San Joaquin) ss.

On 09/09/2015 before me, Randi Johl-Olson,
personally appeared Kenneth Bonatti who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal,

Signature [Signature]

(Seal)



RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE LEASE AGREEMENT WITH VERIZON WIRELESS FOR GROUND SPACE AT 114 NORTH MAIN STREET

WHEREAS, the City entered into an agreement with Verizon Wireless on July 21, 1999, for the lease of approximately 400 square feet of ground space and water tower space at 114 North Main Street for use in its communication business (“Lease Agreement”); and

WHEREAS, on July 7, 2010, City Council approved an amendment to the Lease Agreement which added an additional 205 square feet of ground space for the placement of an enclosed emergency generator and added an additional \$250 to their monthly lease payment; and

WHEREAS, the Lease Agreement, as amended, expired on June 30, 2014, and Verizon Wireless is requesting a five-year extension to the Agreement, with the option of two successive five-year extensions; and

WHEREAS, Verizon Wireless currently pays the City of Lodi \$1,260.66 per month in lease rent, increased annually by 4 percent, and the amendment calls for an additional \$500 per month for the extension periods, in addition to the annual increase of 4 percent.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Verizon Wireless for ground space at 114 North Main Street, Lodi, with the following provisions:

1. The Term of the Lease Agreement is extended for up to three additional and successive five-year periods.
2. The Lease Agreement shall automatically be extended for each period unless Verizon Wireless provides written notification to City 90 days prior to expiration of the term.
3. Verizon Wireless will pay City an additional \$500 per month for the additional extension periods, subject to an annual 4% increase.

BE IT FURTHER RESOLVED that all other terms and conditions of the Lease Agreement shall remain the same.

Dated: August 20, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities (\$60,000)

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide heating, ventilation and air conditioning maintenance services on City facilities, in the amount of \$60,000.

BACKGROUND INFORMATION: On June 5, 2013, City Council authorized a Professional Services Agreement with ICR Refrigeration, Inc., to provide heating, ventilation and air conditioning (HVAC) maintenance services on City facilities for an amount not to exceed \$75,000 with an optional one-year extension.

The City operates 55 HVAC systems on its facilities with a wide range of age and system complexity. Predicting HVAC maintenance and repair needs can be very difficult as the systems are aging, and system maintenance was deferred for some time during the economic downturn. Throughout the initial term of the Agreement, ICR was very responsive and consistently demonstrated the ability to properly repair and maintain the City's HVAC equipment, prompting staff to execute its optional extension through June 30, 2015.

During Fiscal Year 2013/14, City HVAC systems experienced an unusually high number of system failures requiring the City to spend \$70,111 on HVAC repairs and maintenance activities. The remaining amount left on the contract is under \$5,000 and is not sufficient for maintenance and repairs through the remainder of the fiscal year. Staff does not expect expenditures this fiscal year to be as extensive due to the major repairs performed last year.

Staff recommends Council adopt a resolution authorizing the City Manager to execute an amendment to the existing Professional Services Agreement with ICR Refrigeration, of Lodi, for Citywide HVAC on-call maintenance and repair services on City facilities for an additional amount not to exceed \$60,000.

FISCAL IMPACT: Ongoing Citywide HVAC system maintenance and repairs are necessary to maintain a comfortable working environment in City facilities and to avoid more costly system failures.

FUNDING AVAILABLE: Funding for this activity is budgeted in the FY 2014/15 Facilities Services Operating Account (103511): \$60,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

CITYWIDE HVAC MAINTENANCE SERVICES

THIS CONTRACT AMENDMENT AGREEMENT NO. 1, made and entered into this _____ day of _____, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and ICR REFRIGERATION, hereinafter called "Contractor."

1. **CONTRACT:** Contractor and City, entered into a Professional Services Agreement for Citywide HVAC Maintenance Services on June 25, 2013, providing an option to extend the term by one additional year. The Contract Extension Agreement extended the term through July 30, 2015.
2. **TERM AND TERMS:** All other terms will remain as set forth in the Professional Services Agreement and the Contract Extension Agreement attached as Exhibits 1 and 2, respectively, and made a part hereof as though fully set forth herein.
3. **COMPENSATION:** Contractor's compensation for this Contract Amendment No. 1 shall not exceed \$60,000.

IN WITNESS WHEREOF, City and Contractor have executed Contract Amendment Agreement No. 1 on the date and year first above written.

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

ICR REFRIGERATION,
hereinabove called "Contractor"

STEPHEN SCHWABAUER, City Manager

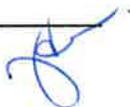
Name:
Title:

Attest:

JENNIFER M. ROBISON, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney



CONTRACT EXTENSION AGREEMENT
ICR REFRIGERATION
CITYWIDE HVAC MAINTENANCE SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 23 day of May, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and ICR REFRIGERATION, hereinafter called "Contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City entered into a Professional Services Agreement for Citywide HVAC Maintenance Services on June 25, 2013.
2. **TERM AND TERMS:** The term of this Contract Extension Agreement shall commence July 1, 2014 and terminate June 30, 2015. All other terms and conditions will remain as set forth in the Professional Services Agreement for Citywide HVAC Maintenance Services, attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

ICR REFRIGERATION
hereinabove called "Contractor"


By: F. WALBY SANDELIN
Public Works Director


By: JEFFREY MUSTIN
Title: President

Attest:


RANITA JOHL-OLSON, City Clerk

Approved as to Form:


JANICE D. MAGDICH, Interim City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on June 25, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, 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 Citywide HVAC Maintenance Services on City Facilities (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, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The Public Works Director may exercise an option to extend this Agreement one (1) additional year, provided, City gives Contractor no less than 30-days written notice of

its intent prior to the 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.

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), 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 of the City of Lodi or its officers or agents.

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: Charlie Swimley, City Engineer/Deputy PW Director

To CONTRACTOR: ICR Refrigeration, Inc.
 1021 Black Diamond Way
 Lodi, CA 95240

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 apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

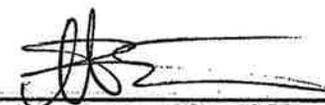
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:



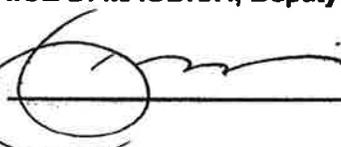
RANDI JOHL
City Clerk

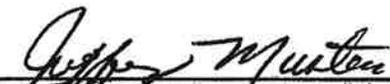


KONRADT BARTLAM, City Manager

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

ICR REFRIGERATION

By: 

By: 

Name: Jeffrey MUSTIN
Title: President

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

Funding Source: 103511
(Business Unit & Account No.)

Doc ID: WPI\Projects\PSAs\ICR_CitywideHVACMaintenance

CArev.01.2012

SCOPE OF SERVICE

Provide on-call maintenance and repair services for one year (with optional one-year extension) for the 55 City-operated HVAC systems at various locations.

BID FORM



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: May 14, 2013
Subject: Citywide HVAC Maintenance Services on City Facilities

Please fully complete the information below.

Company Name: ICR Refrigeration Inc. Date: 05/15/13
Address: 1021 Black Diamond Wy, Lodi, CA 95240

Contractor's License No.: 078 547

Labor Rate: \$95/hr

Overtime Rate: \$142.50/hr

Parts and materials plus 20 % markup

Truck charge: none

Call out minimum: 2hrs after 5AM / before 8AM (hours)

Other: 1x fee for addtl City of Lodi (be specific)

Insurance requirements -- \$1,440 to billed upon contract approval

Items required upon award of contract:

- 1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

(Addtl Auto/workers comp/
liab coverage for City)

Customer's Signature: Jeff Mustie

Title:

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT WITH
ICR REFRIGERATION, INC., OF LODI, FOR CITYWIDE
HEATING, VENTILATION AND AIR CONDITIONING
MAINTENANCE SERVICES ON CITY FACILITIES

=====

WHEREAS, on June 5, 2013, City Council approved a Professional Services Agreement with ICR Refrigeration, Inc., to provide heating, ventilation and air conditioning (HVAC) maintenance services on City facilities for an amount not to exceed \$75,000 with an optional one-year extension; and

WHEREAS, the City operates 55 HVAC systems on its facilities with a wide range of age and system complexity. Throughout the initial term of the Agreement, ICR was very responsive and consistently demonstrated the ability to properly repair and maintain the City's HVAC equipment, prompting staff to execute its optional extension through June 30, 2015; and

WHEREAS, during Fiscal Year 2013/14, City HVAC systems experienced an unusually high number of system failures requiring the City to spend \$70,111 on HVAC repairs and maintenance activities. The remaining amount left on the contract is under \$5,000 and is not sufficient for maintenance and repairs through the remainder of the fiscal year; and

WHEREAS, staff recommends authorizing the City Manager to execute an amendment to the existing Professional Services Agreement with ICR Refrigeration, of Lodi, for Citywide HVAC on-call maintenance and repair services on City facilities for an additional amount not to exceed \$60,000.

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 ICR Refrigeration, of Lodi, for Citywide HVAC on-call maintenance and repair services on City facilities, for an additional amount not to exceed \$60,000.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Task Order No. 26 and Task Order No. 27 with Langan Treadwell Rollo for Central Plume and Citywide Plume Management Services and Appropriating Funds (\$65,450)

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Task Order No. 26 and Task Order No. 27 with Langan Treadwell Rollo for Central Plume and Citywide plume management services and appropriating funds in the amount of \$65,450.

BACKGROUND INFORMATION: The Central Plume Source Area (CPSA) remediation activities include a groundwater extraction and treatment facility and a soil vapor extraction and treatment facility. The location of the facilities is provided in Attachment A. Both facilities began operations in April 2011 and continue to operate. The PCE mass removal from both facilities are exhibiting a significant reduction in removal rate as presented in Attachment B for the groundwater facility and Attachment C for the soil vapor facility.

A variety of cleanup facilities have operated within the CPSA since 2003. The total mass removal from the CPSA, including the current facilities, is 17,507 pounds of PCE.

Considering the decline in removal rate at groundwater and soil vapor facilities, a System Closure Work Plan was prepared by Langan Treadwell Rollo that was subsequently approved by the Central Valley Regional Water Quality Control Board (Water Board). The work plan establishes the following protocol for attaining system closure.

1. Demonstrate the PCE mass has been reduced and contained within the CPSA vadose zone and the groundwater.
2. Control the migration of contaminated groundwater downgradient of the CPSA.
3. Restore the beneficial uses of the groundwater.
4. Confirm the observed decreases are statistically significant.
5. Confirm system operations have sufficiently maximized PCE mass removal.
6. Perform rebound monitoring to substantiate complete shutdown of the system.

The Water Board approval expanded the scope of the work plan as envisioned when Council approved Task Order No. 26. Langan Treadwell Rollo will now perform additional groundwater and vadose zone sampling as described in Task Order No. 26 Amendment No. 1 provided in Attachment D. The fee for the expanded scope of services is \$40,450.

In addition, staff requests approval of Langan Treadwell Rollo Task Order No. 27 in the amount of \$25,000 for various services related to the coordination of efforts associated with the newly started monitoring

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Task Order No. 26 and Task Order No. 27 with Langan Treadwell Rollo for Central Plume and Citywide Plume Management Services and Appropriating Funds (\$65,450)

August 20, 2014

Page 2

activities within the Western Plume and Southern Plume by Stantec and the ongoing CPSA remediation operations by Diede Construction. A copy of Task Order No. 27 is provided as Attachment E.

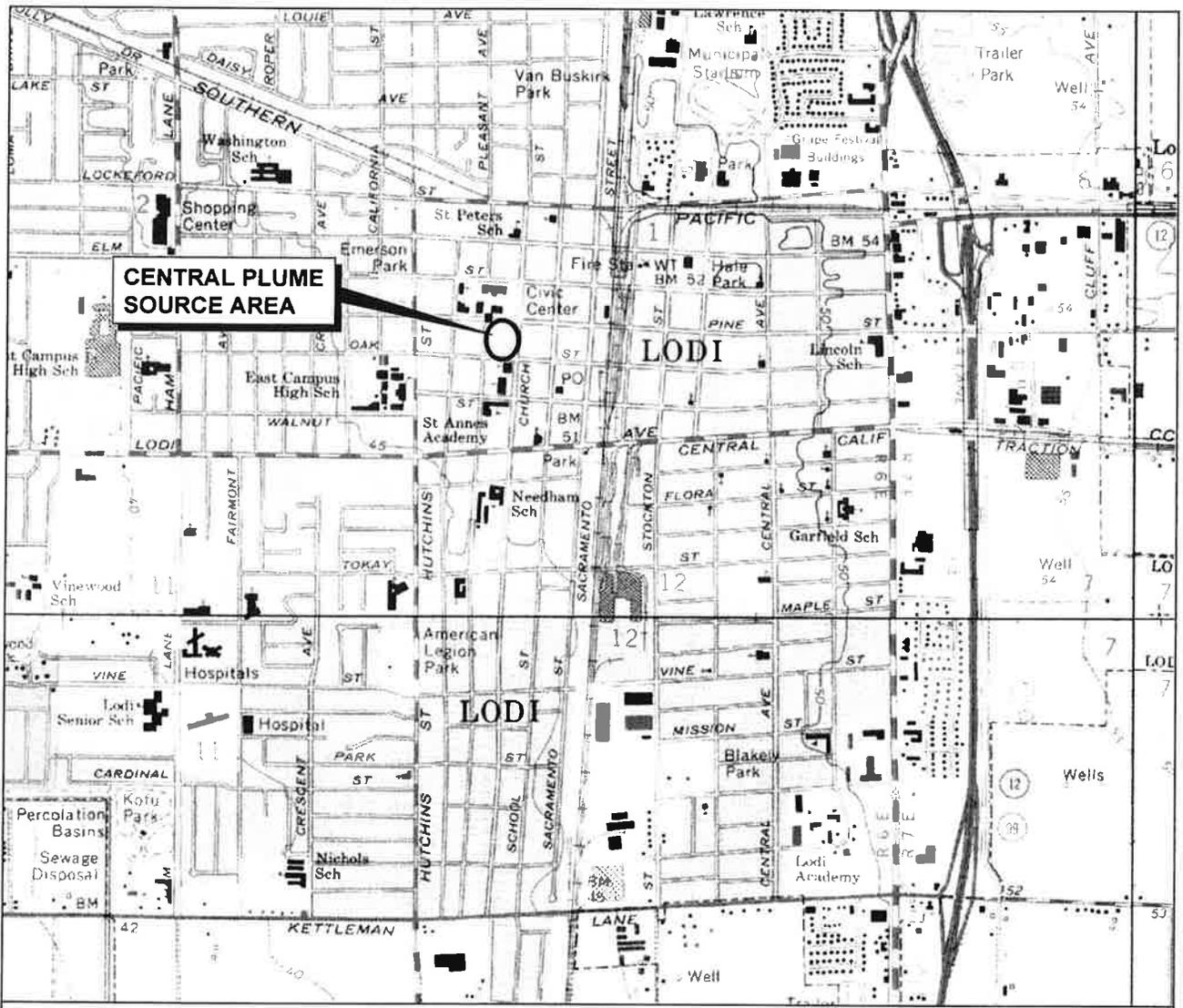
FISCAL IMPACT: Early system closure will reduce operations cost by up to \$100,000 per year.

FUNDING AVAILABLE: Requested Appropriation: PCE/TCE Rates (185) - \$65,450

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments



Base map: Maptech, Inc., Terrain Navigator 2002
San Joaquin County



| | | | |
|--|---|------------------------------|-----------------|
| <p align="center">CENTRAL PLUME AREA Lodi, California</p> | <p align="center">CENTRAL PLUME SOURCE AREA LOCATION MAP</p> | | |
| <p>LANGAN TREADWELL ROLLO</p> | <p>Date 01/16/14</p> | <p>Project No. 730392338</p> | <p>Figure 1</p> |

Figure 3
 Groundwater Concentrations and Mass Removal Trends
 Central Plume Source Area Groundwater Extraction and Treatment System

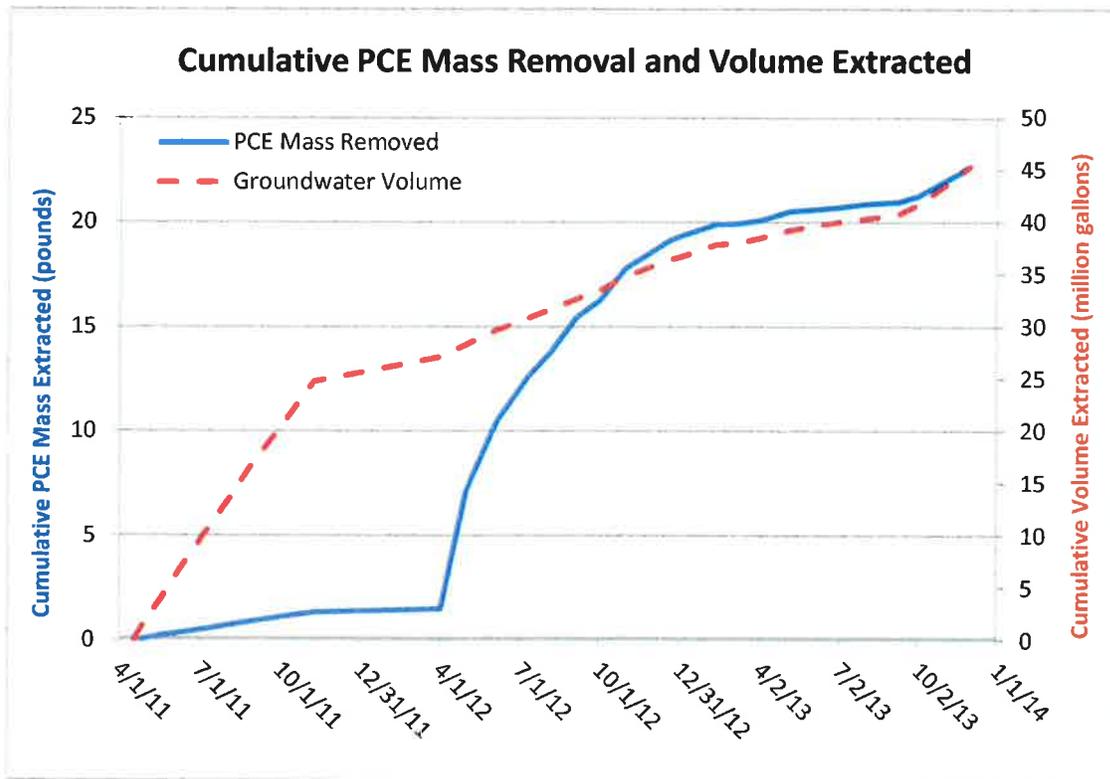
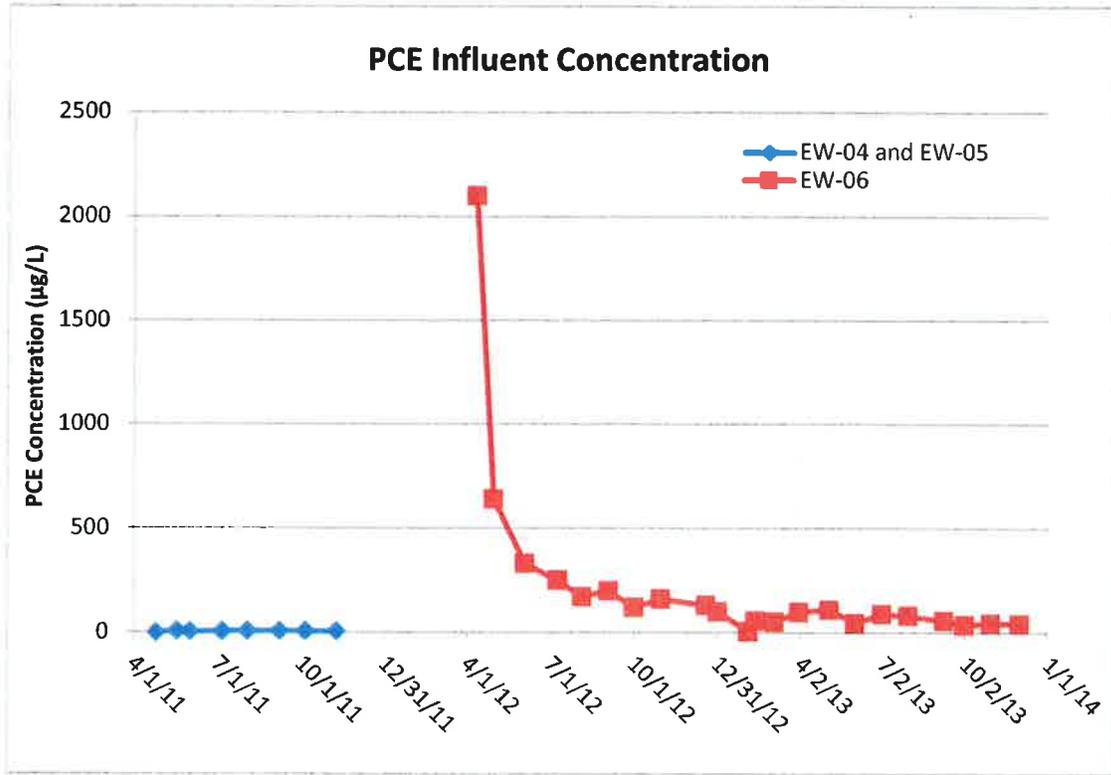
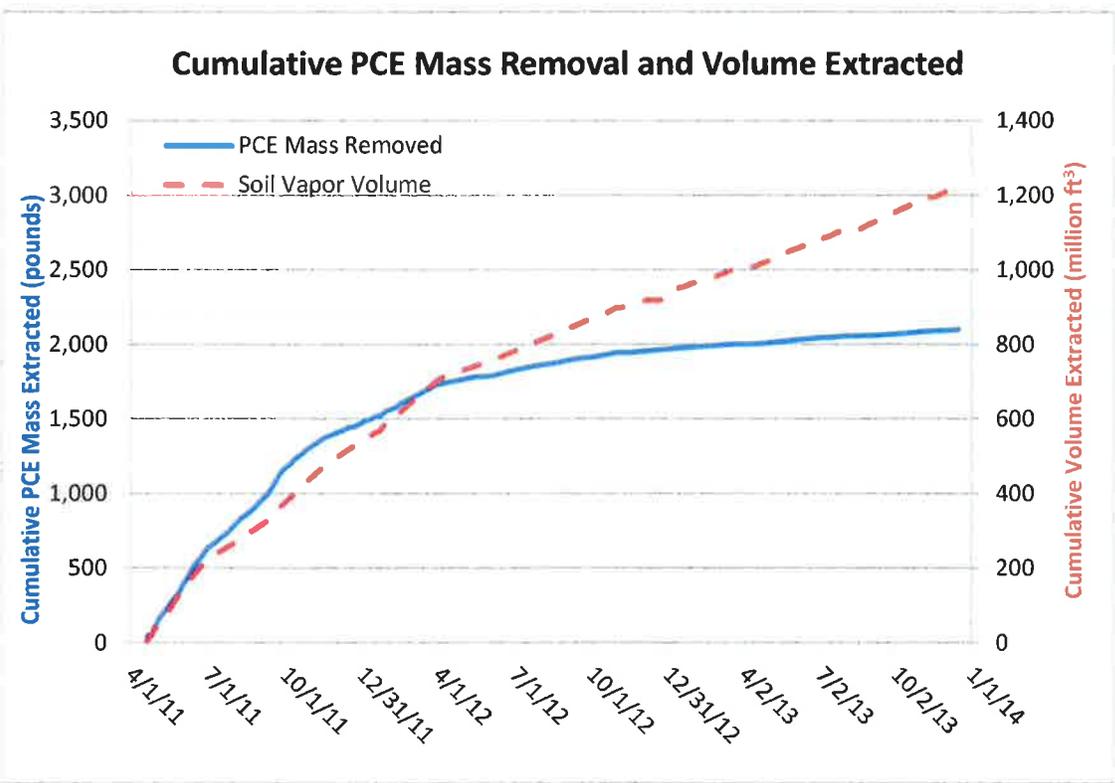
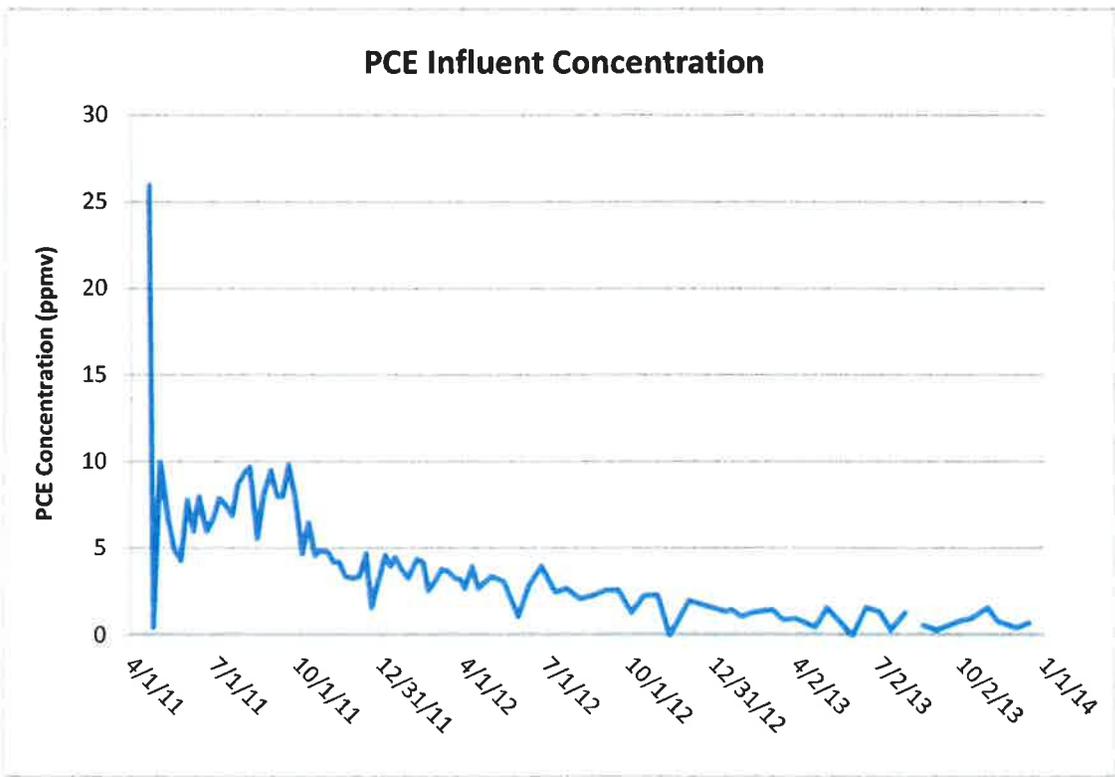


Figure 4
Soil Vapor Concentrations and Mass Removal Trends
Central Plume Source Area Soil Vapor Extraction System



AMENDMENT NO. 1

Langan Treadwell Rollo
Technical Services Agreement
Task Order No. 26

THIS AMENDMENT NO. 1 TO TECHNICAL SERVICES AGREEMENT TASK ORDER NO. 26, is made and entered this ____ day of August, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LANGAN TREADWELL ROLLO (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Technical Services Agreement (Agreement) on August 26, 2005, and into Task Order No. 26 on November 25, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement and Task Order No. 26 as Exhibits 1 and 2, respectively.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 to Task Order No. 26 on _____, 2014.

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

LANGAN TREADWELL ROLLO
Hereinabove called "CONSULTANT"

STEPHEN SCHWABAUER
City Manager

PHILIP G. SMITH
Managing Principal

Attest:

JENNIFER M. ROBISON, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney 

**TECHNICAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN LODI SOUTH CENTRAL/WESTERN
PLUME AREA COST SHARING AGREEMENT PARTICIPANTS
AND
TREADWELL & ROLLO, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 26 day of August 2005, by and between the Lodi South Central/Western Plume Area Cost Sharing Agreement Participants, hereinafter referred to as "Client," and Treadwell & Rollo, Inc., hereinafter referred to as "Consultant." The following are the Lodi South Central/Western Plume Area Cost Sharing Agreement Participants: James J. Babcock, Estate of Harry L. Bader, Marjorie F. Bader, Robert O. Bader, Michael Bollinger as Trustee of the Peter P. Bollinger Irrevocable Living Trust, Peter P. Bollinger, Peter P. Bollinger Investment Co., City of Lodi, Delano Gotelli, Harman Managers Investment Ltd., Victor Leonardini, Fred Lewis, Jeanne Lewis, Paul Mariani, Joseph K. Newfield, Judith L. Newfield, Michael Norris, Service Laundry & Dry Cleaners and Robert Spiekerman.

WITNESSETH:

WHEREAS, Client is proceeding with participation in investigatory work in connection with PCE and TCE soil and groundwater contamination in the South Central/Western Plume Area in Lodi, which requires the services of a consultant; and

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish such work as may be requested by Client;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Services provided shall be as described in Treadwell & Rollo's January 10, 2005 Proposed Workplan and Budget Estimate ("Workplan") attached as Ex. A, but in general shall include exploratory shallow groundwater investigation within the South Central/Western Plume Area.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the Workplan. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in the Workplan.

III. TIME FOR COMPLETION

The time for completion of work shall be as identified in the Workplan.

IV. COMPENSATION

For services to be performed by Consultant, as described in the Workplan, Client agrees to pay, and Consultant agrees to accept, compensation as identified in the Workplan. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement in accordance with the Billing Rate Schedule contained in Exhibit B. Consultant shall not invoice client for amounts in excess of the specified budget of \$129,390 included in the Workplan. .

Subject to Section XVIII of this agreement, Consultant may augment in-house personnel with subconsultants. Hourly rate for subconsultants shall not exceed those for equivalent in-house personnel.

Consultant shall submit invoices for services as prescribed in each task order. Client shall pay such invoices within 30 days after their receipt. If payment is not made within 30 days, interest on the unpaid balance will accrue at a rate of one (1) percent per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of Client. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. Client shall not direct the work and means for accomplishment of the services and work to be performed hereunder. Client, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

Consultant shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by consultants performing comparable services under comparable circumstances in the general location of the Project Site. Notwithstanding any provision of this Agreement, Consultant makes no representation, warranty or guarantee, express or implied, and expressly disclaims any representations, warranties or guarantees, whether made orally or in writing, and whether made prior to or contemporaneously herewith.

VI. OWNERSHIP OF DOCUMENTS

All documents and other materials obtained, prepared, or created by Consultant shall be owned by Client. Consultant shall have the right to retain copies of such materials.

VII. NO THIRD PARTY RELIANCE

Consultant and Client agree that all analyses, findings, conclusions and recommendations of Consultant made pursuant to this Agreement are for the sole benefit of Client and may not be relied on by any other person.

VIII. INDEMNIFICATION

Consultant shall indemnify and hold harmless Client, their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) whether

incurred in a third party action or in an action brought by Client against Consultant, arising out of performance of the work, but only to the extent that any such claim, damage, loss, or expense is caused by (a) negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, or (b) consultant's material negligent or intentional breach or failure to perform any material provision of this Agreement.

Client agrees to indemnify, defend and save harmless Consultant, its officers, agents and employees, and any subcontractors employed by Consultant incident to this Agreement, from and against all losses, claims, costs, damages, liabilities and other expenses, including reasonable attorneys' fees (whether incurred in a third party action or in an action brought by Consultant against Client to enforce Consultant's rights under this provision) arising out of (a) material breach or failure to perform any material provision of this Agreement by Client, or (b) the negligence, gross negligence, strict liability or willful misconduct of Client.

IX. HEALTH AND SAFETY

Client assumes all responsibility for the health and safety of all persons affected by the Project Site or the Services, except the Consultant and persons under the direct control, supervision, or direction of the Consultant.

X. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

1. Comprehensive General Liability Insurance. Insurance including premises/operations, products/completed operations, blanket contractual, and broad-form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence, and \$2,000,000 per year in aggregate.
2. Automobile Bodily Injury and Property Damage Liability. Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability. Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable. The employer's liability limit shall not be less than \$1,000,000.
4. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied

warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$500,000, whichever is greater. The Agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

XI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either Client or Consultant without the prior written consent of the other.

XII. BENEFIT

Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.

XIII. TERMINATION

Client may terminate this Agreement for its convenience. Consultant shall be compensated for work performed to the date of termination including a reasonable amount for profit on work accomplished and cost to terminate work.

In the event Consultant shall persistently fail to perform services and work hereunder in a manner satisfactory to Client, this Agreement may, at Client's option, be terminated. Consultant shall be compensated for completed and useful work performed to the date of termination.

Client or Consultant may terminate this Agreement at any time on 30 days prior written notice to the other party.

This Agreement shall terminate without any action of a party in the event either Client or Consultant becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.

XIV. RIGHT OF INSPECTION AND AUDIT

Client shall at reasonable times during the term of this Agreement have reasonable access to inspect and audit project-related documents and other materials resulting from Consultant's activities pursuant to this Agreement. Client shall reimburse Consultant for Consultant's reasonable costs in assisting with any such inspections and audits.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. 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 full force and effect.

No provision of this Agreement shall be construed for or against any party on the basis of its contribution, or lack of contribution, to the drafting of such provision, and the provisions of Section 1654 of the California Civil Code shall have no application to this Agreement. The failure of any party to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision and shall not prevent that party from thereafter enforcing such or any other provision of this Agreement.

XVI. NON-BINDING MEDIATION

Any dispute or controversy between the parties relating to this Agreement shall be attempted to be resolved in good faith pursuant to non-binding mediation. The parties shall attempt to select the mediator by mutual agreement. If they are unable to do so within fifteen (15) calendar days from the date the dispute is first identified by the party first to assert a claim, the party first asserting one or more claims shall provide the other party with a written list of names of five (5) potential mediators. The other party shall either select the mediator from such list, or shall provide the other party with a written list of names of five (5) additional potential mediators. The mediator thereupon shall be selected from such list of ten (10) names by the parties alternately striking names from such list, the first party to strike a name being selected by the parties' flip of a coin. The last name remaining to be stricken from the list shall be the mediator. The parties shall proceed to resolve the dispute through non-binding mediation within forty-five (45) calendar days from the date of the mediator's selection, or such longer period as the parties may mutually agree upon. If the parties are unable to resolve the dispute by such means after making every reasonable effort to do so, the parties thereafter may pursue such other remedies as may be available to them under the provisions of this Agreement and pursuant to the laws of the State of California. The paragraph shall not apply to claims made by Consultant pursuant to Mechanics Lien laws.

XVII. INTEGRATION

This Agreement, including Exhibits, represents the entire understanding of Client and Consultant 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. This Agreement may be signed in counterparts.

XVIII. SUBCONTRACTS

Except with prior written approval of Client, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

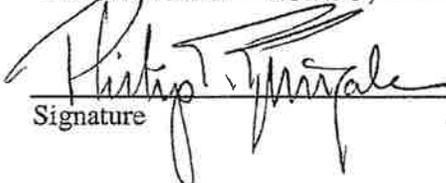
XIX. NOTICES

Any notice to a party in connection with this Agreement must be in writing and addressed to the party at its address as set forth in the attached as Exhibit C, or such other address or addresses as to which the parties may notify each other from time to time. Any notices made to Consultant shall be addressed to Consultant's project manager or principal in charge of the project described in the Workplan. All notices made hereunder shall be deemed effective on receipt.

XX. AUTHORITY

Each person signing this Agreement represents and warrants that he or she has been authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

TREADWELL & ROLLO, INC.



Signature

Philip T. Tringale
Printed Name

President
Title

8/26/05
Date

CITY OF LODI

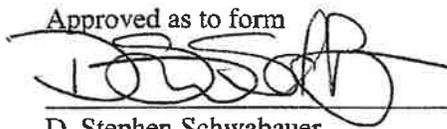


Signature

Blair King
Printed Name

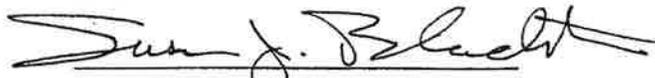
City Manager
Title

9/15/05
Date

Approved as to form


D. Stephen Schwabauer
City Attorney

ATTEST:



Susan J. Blackston
City Clerk

Exhibit A

**Proposed Work Plan and Budget Estimate
South Central/Western Area Groundwater Investigation
Lodi, California**

10 January 2005

Treadwell & Rollo

10 January 2005
Project 3923.09

Mr. Richard Prima
Public Works Department
City of Lodi
221 West Pine Street
Lodi, California 95240

Subject: Proposed Work Plan and Budget Estimate
South Central/Western Area Groundwater Investigation
Lodi, California

Dear Mr. Prima:

Treadwell & Rollo, Inc. is pleased to submit this proposed Work Plan to conduct an exploratory shallow groundwater investigation within the South Central/Western Area of Lodi, California (Figure 1). Soil gas and groundwater in the South Central/Western Area has been impacted by tetrachloroethene (PCE), trichloroethene (TCE), and other halogenated volatile organic compounds (HVOCs); however, the extent and concentrations of these HVOCs are not well characterized. The proposed scope of work includes collecting groundwater samples to evaluate the lateral and vertical extent of HVOCs within the South Central/Western Area.

This Work Plan was developed after the 5 October 2004 mediation session in Lodi, California, among the potentially responsible parties who may conduct a site investigation using a jointly retained contractor (Joint Contractor). The scope of work is based on the results of previous independent preliminary site assessments, historical document reviews, limited soil gas investigation results at potential source areas, and several grab groundwater samples collected in association with investigations evaluating the adjacent Central Plume Area. The previous investigation results have not provided sufficient data to determine where and to what degree contaminants are present.

PURPOSE

The objectives of the proposed work are described below:

- Extent of contamination. The primary objective is to evaluate the potential lateral and vertical extent of HVOCs in groundwater.
- Potential source identification. Previous site assessments and preliminary soil gas and groundwater investigation results have suggested the potential for multiple sources within the South Central/Western Area. This Work Plan addresses potential HVOC sources contributing contaminants to the groundwater.

Treadwell & Rollo, Inc. *Environmental & Geotechnical Consultants*
555 Montgomery Street, Suite 1300, San Francisco, California 94111
Telephone (415) 955-9040, Facsimile (415) 955-9041

Mr. Richard Prima
Public Works Department
10 January 2005
Page 2

- Area geology – Assess the geology of the study area using cone penetrometer logs collected at each sampling location.

BACKGROUND

Subject Area Description

The subject area has been referred to by several names including: The West Plume, the Western Plume, the Southwest Local Area, Lucky's Strip Center, and ASPI. For the purpose of this Work Plan, the subject area will be referred to as the South Central/Western Area (Figure 1).

Known Extent of Impacted Soil Gas and Groundwater

Soil Gas

Several shallow soil gas investigations have been performed in and around the South Central/Western Area (NERI, 1996; Montgomery Watson, 5 February 1997; and Henshaw, 29 June 2001). The focus of those soil gas investigations was limited to evaluating the extent of HVOCs in the immediate vicinity of former sewer laterals and drains at known or suspected HVOC sources. Therefore, the soil gas data does not fully characterize the entire South Central/Western Area.

The soil gas investigations detected the following HVOCs in the shallow (15 feet below ground surface) soil in the South Central/Western Area:

- PCE Moderate to high ion counts (975,523 to 2,551,000) (NERI, 1995)
 1.0 micrograms per kilogram ($\mu\text{g}/\text{kg}$) to 16 $\mu\text{g}/\text{kg}$
 (Montgomery Watson, 1997)
 0.86 $\mu\text{g}/\text{kg}$ to 4.4 $\mu\text{g}/\text{kg}$ (Henshaw, 2001).
- TCE Moderate to high ion counts (5,000 to 655,000) (NERI, 1995)
- 1,1,1-TCA 1.4 $\mu\text{g}/\text{l}$ (at 6 feet below the ground surface)
 (Montgomery Watson, 1997)

Based on these soil gas results, it appears that PCE and other HVOCs may have been released in the immediate vicinity of the former dry cleaning facilities.

Groundwater

Henshaw (2001) collected 11 grab groundwater samples from boreholes at depths ranging from 47 to 75 feet below the ground surface from within and downgradient (south-southwest) of the

Mr. Richard Prima
Public Works Department
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Page 3

South Central/Western Area. This depth interval corresponds to the shallow groundwater zone. Based on the detections of HVOCs (primarily PCE) in groundwater, the South Central/Western Area groundwater may be impacted up to 3,000 feet southwest of the potential sources in or adjacent to the ASPI parcel, with the maximum concentration detected (210 micrograms per liter [$\mu\text{g/L}$]) about 350 feet downgradient.

Geocon (1995), as part of the Texaco Service Station investigation at the southwestern corner of Hutchins Street and Lodi Avenue, detected concentrations of:

- PCE in groundwater up to 13 $\mu\text{g/L}$;
- 1,2-DCA in groundwater up to 41 $\mu\text{g/L}$;
- TPHg in groundwater up to 250 $\mu\text{g/L}$;
- TPHd in groundwater up to 190 $\mu\text{g/L}$;
- MTBE in groundwater up to 610 $\mu\text{g/L}$.

Based on the available shallow groundwater data, the lateral extent of the South Central/Western Area HVOCs is not fully defined. Groundwater data has not been collected from the intermediate and deep groundwater zones beneath the South Central/Western Area. Therefore, the vertical extent has not been defined.

SCOPE OF WORK

To meet the investigation objectives, shallow groundwater samples will be collected upgradient, adjacent to, and downgradient of the potential HVOC source areas, and throughout the study area. Lithologic logs will be obtained at each sampling location.

The proposed tasks to implement the scope of work are as follows.

Task 1 - Planning

The following planning and coordination activities for this scope of work are:

- Obtaining encroachment and drilling permits and site access agreements;
- Coordinating with the drilling contractor and analytical laboratory;
- Notifying nearby businesses and residents of drilling activities;

Mr. Richard Prima
Public Works Department
10 January 2005
Page 4

- Updating the site-specific health and safety plan;
- Marking locations for Underground Service Alert (USA);
- Coordinating with a utility locating service to clear all locations;
- Coordinating temporary storage of waste soil and water.

Because several of the proposed sampling locations are on private property, site access agreements will be required from the current property owners.

Task 2 - Field Investigation

For this initial groundwater investigation in the South Central/Western Area, shallow groundwater will be collected from 17 locations as shown on Figure 1. Prior to beginning groundwater sampling, two 100-foot deep cone penetrometer tests (CPTs) will be performed for the purpose of collecting lithologic data. Depending on site access, we propose to complete these CPTs at locations WP-7 and WP-11. These locations were selected in order to collect data for developing a general site cross-section parallel to the anticipated groundwater flow direction and to identify laterally persistent saturated permeable soils that can be targeted for groundwater sampling. At each groundwater sampling location, CPT logs will also be generated prior to collecting groundwater samples.

Grab groundwater samples will be collected from the shallow groundwater zone, which typically occurs between 45 and 75 feet bgs. Additionally, up to 4 groundwater samples (including samples collected at WP-7 and WP-11) will be collected at approximately 100 feet bgs to examine deeper water bearing units. Exact sample depths will depend on the presence and thickness of sand layers, site conditions, and the initial CPT results. To collect grab groundwater samples from the boring, a hydropunch sampler will be advanced to the depth selected for sampling. Groundwater samples will be collected from the hydropunch sampler with a stainless-steel bailer and transferred into 40-milliliter vials. Two groundwater samples will be collected from each boring to assess possible depth stratification that has been observed elsewhere in Lodi. One groundwater sample will also be collected from existing monitoring well MW-11. Sampling equipment will be retracted and decontaminated after collecting each sample.

The groundwater samples will be submitted by the Joint Contractor under chain-of-custody protocol to a California state-certified laboratory for analyses using US EPA Method 8260B. Groundwater samples will be analyzed on a standard 5-day turnaround time (TAT). Waste generated during sampling will be stored in 55-gallon drums and will be stored in a location designated by the City of Lodi Public Works Department. Waste will be characterized for appropriate disposal.

Mr. Richard Prima
Public Works Department
10 January 2005
Page 5

We have included as an option the sampling of up to six additional CPTs. This task would be completed if the initial groundwater sampling results indicate additional data is needed to characterize the area, and would precede Task 3. The decision to collect additional samples will be made after consultation with the parties participating in this work.

Task 3: Data Compilation and Report Preparation

Upon completing the investigation, the Joint Contractor will compile the data and prepare a report presenting the investigation results. One copy of the report will be supplied to each Participant in the joint effort. The Joint Contractor will review the data collected in this investigation for its quality and comparability to previous results and will prepare data tables and maps to present current and previous results. The report will include the following:

- Introduction;
- Investigation methods;
- Evaluation of investigation results;
- Recommendations, if warranted, for additional source and/or lateral and vertical extent investigation;
- Tables presenting groundwater analytical results;
- Figures showing the site location, sample locations, HVOC concentrations, boring logs, well construction diagrams and subsurface material cross section(s); and
- Attachments with field sampling information and analytical laboratory reports.

SCHEDULE

Following is the proposed schedule for implementing these tasks.

| | |
|--|--------------|
| Task 1 – Planning | 2 to 3 weeks |
| Task 2 – Field Investigation | 2 to 3 weeks |
| Task 3 – Data Compilation and Report Preparation | 4 to 6 weeks |

Treadwell & Rollo

Mr. Richard Prima
Public Works Department
10 January 2005
Page 6

The schedule is dependent on several factors including the availability of drilling rigs and the granting of access to private property.

ESTIMATED COSTS

On a time-and-expense basis in accordance with the City of Lodi terms and conditions, it is estimated that the cost will be as follows:

| | |
|---|------------------|
| Task 1 – Planning | \$17,250 |
| Task 2 – Field Investigation | 66,140 |
| Task 2A – Optional Additional field Investigation | 15,000 |
| Task 3 – Data Compilation and Report Preparation..... | <u>31,000</u> |
| TOTAL..... | \$129,390 |

The estimated costs include disposal of soil and water wastes generated during drilling. For disposal purposes, the property owner of the area from which samples are collected will be the designated generator.

Sincerely yours,
TREADWELL & ROLLO, INC.



For

David R. Kleesattel, RG
Senior Geologist



Philip G. Smith, REA II
Vice President

39230902.PGS

Attachments: Figure 1 – South Central/Western Area Shallow Groundwater Investigation

cc: Margaret Dollbaum, Folger Levin & Kahn, LLP

Exhibit B

Billing Rate Schedule

| <u>Position</u> | <u>Billing Rate</u> <u>(dollars per hour)</u> |
|------------------------|--|
| Principal | 166.00 |
| Senior Associate | 150.88 |
| Project Manager | 139.84 |
| Senior Staff Scientist | 89.24 |
| Graphics | 82.80 |
| Technical Assistant | 80.96 |

Direct expenses (telephone, reproduction, postage, *etc.*) will be billed at actual cost.

Mileage will be billed at \$0.35 per mile.

Travel time will be included at the appropriate hourly rate either at 50% or one-way only.

Subconsultants as approved by the City will be billed at actual cost plus 10%.

EQUIPMENT CHARGES

| | | |
|---|---------------------|---------------------------------|
| Vans, Trucks | \$13.50/hr | (travel time plus time on site) |
| Nuclear Moisture-Density Guage | \$12.50/hr | |
| Special Computer or Analytical Software | \$30.00/hr | |
| Other Equipment | As approved by City | |

4832(TO26)



Technical Excellence
Practical Experience
Client Responsiveness

8 November 2013

Mr. Wally Sandelin
Director – City of Lodi Public Works Department
P.O. Box 3006
Lodi, CA 95241-1910

Subject: Proposed Scope of Work for Preparation of Work Plans and Program Management for the Central Plume Source Area System Closure and Northern Plume Monitoring Task Order No. 26
City of Lodi, California

Dear Mr. Sandelin,

As requested by the City of Lodi (City) in an email dated October 28, 2013, Treadwell & Rollo, a Langan company, has prepared the following Scope of Work (SOW) to develop the work plans and manage tasks associated with the following:

1. Shutdown of the Central Plume (CP) source area groundwater extraction and treatment system (GWETS) and soil vapor extraction (SVE) system;
2. Installation and operation of a new extraction well south of the CP source area and connected to the current GWETS to hydraulically contain, capture, and remediate the middle portion of the CP; and,
3. Obtain the Regional Water Quality Control Board (Water Board) approval for location of the proposed Northern Plume monitoring well.

Task 26a - The work plan for the shutdown of the CP source area SVE and GWET systems will assess the performance of the two systems in remediating the source area, and provide a step-by-step plan that will satisfy the requirements of the Water Board to attain closure of the two systems. We will evaluate options for full and phased shutdowns, and cycling of the SVE system, as needed. We anticipate that the Water Board will require the collection of soil gas samples from new locations in and around the CP source area, and will include this sampling in the work plan.

Task 26b - This Task will include providing management and oversight during the closure activities associated with the SVE and GWET systems. Treadwell & Rollo will provide direction to the operator during the implementation of the closure activities for a phased or full shutdown of both the SVE and GWET systems. We have provided an estimate of potential costs associated with the collection and analysis of soil gas and groundwater samples needed to confirm the completeness of the remediation activities, assuming two days of field time to collect 6 soil gas samples. Following completion of the closure activities, Treadwell & Rollo will prepare a Final Closure Report for the CP source area remediation systems. Treadwell & Rollo will also discuss the results with the Water Board and provide assistance to the City to obtain the approval of the Water Board for the closure activities.

Task 26c - The work plan for addressing the down-gradient groundwater contamination that has moved beyond the Central Plume source area remediation system capture zone will include the determination of the location of one extraction well, evaluation of the soil log to determine screen locations and optimizing the extraction rate of the well such that it can attain appropriate capture. Treadwell and Rollo proposes

to use the modified City of Lodi transient groundwater flow and contaminant transport model (Model) to meet the objectives of this task.

Task 26d—A memorandum summarizing the Northern Plume hydrogeology and the proposed location of the NP monitoring point will be prepared and presented to the Water Board for their approval.

Task 26d—As part of the Northern Plume monitoring well construction activities, Treadwell & Rollo will provide ongoing consultation on the location of the monitoring well screen intervals in conjunction with the Water Board. Costs associated with preparation of NP monitoring well installation work plan, well installation costs, and a report documenting final well installation activities are not included in this Task.

Task 26f—Following completion of all the modeling activities, a follow-up meeting with the Water Board will be conducted to present the long-term plan for monitoring the NP.

PROPOSED SCHEDULE

We are prepared to start work immediately. Task 26a can be completed with 30 days of notice to proceed, and Task 26c with 45 days. Task 26d will be completed within 60 days of notice to proceed. Remaining task schedules will be determined after discussion with the Water Board and the City.

COST SUMMARY

We propose to perform the work on a time-and-expense basis in accordance with the terms of our City of Lodi Professional Services Agreement. We have estimated the following costs for Tasks 26a through 26e:

| Tasks | Budget |
|--|-----------------|
| Task 26a—Preparation of Work Plan for Closure of Source Area SVE and GWET Systems | \$12,800 |
| Task 26b— Management of Closure of SVE & GWET Systems and Estimated Sol Gas Confirmation Sampling..... | 24,300 |
| Task 26c— Preparation of Work Plan for Installation of Central Plume Extraction Well | 9,400 |
| Task 26d—Northern Plume Technical Memorandum/Presentation | 5,600 |
| Task 26e—Management of Northern Plume Monitoring Well Activities..... | 4,000 |
| Task 26f— Meetings (1 meeting)..... | <u>3,600</u> |
| TOTAL ESTIMATED COSTS | \$59,700 |

We appreciate the opportunity to assist the City of Lodi. Please contact Mr. Oberoi at (415) 424-3009 or Mr. Smith at 415-955-5249 if you need any further information.

Sincerely,
Treadwell & Rollo, A Langan Company



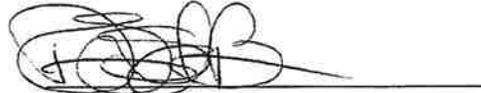
Varinder S. Oberoi, PE
Principal Hydrologist



Philip G. Smith, REA II
Executive Vice President



Konradt Bartlam
City Manager



D. Stephen Schwabauer
City Attorney



Randi John-Olson
City Clerk

11/25/13
Date

730377937.02 PGS_Proposal

4 August 2014

Mr. Wally Sandelin
Public Works Director
City of Lodi
221 West Pine St.
Lodi, CA 95240-1910

Subject: Task Order 26, Amendment No. 1
Lodi, California
Langan Project: 730392338

Dear Mr. Sandelin;

We have received the approval of the Water Board (WB) to begin shut down and rebound monitoring of the Central Plume Source Area soil vapor extraction and groundwater extraction and treatment system (SVE/GWETS). This letter details the changes to the original (November 2013) Task Order 26 (TO 26) work assumptions, and presents the anticipated cost increases to address the amendments mandated by the WB.

Requested Amendments to Task Order 26, Task 26b

TO 26 was approved on 25 November 2013. The initial budget for Task 26b (Management and Closure of the SVE/GWETS) of TO 26 assumed the collection of six soil gas samples and a to-be-determined number of groundwater samples, management and oversight of closure activities, permitting, preparation of a Final Closure report, and meeting with the Water Board. These assumptions were the basis for the Task 26b estimate of \$24,300.

In the February 2014 work plan, additional tasks are described, including performing three monthly groundwater sampling events for seven wells and three monthly SVE well sampling event from wells that had been operating prior to shutdown, not specifying the number of wells. After the three months of rebound it was proposed to collect soil samples at three locations near MW-9 and confirmation soil vapor samples at up to five temporary locations, at two depths. A soil leaching model such as VLEACH or SESOIL would also be run, as needed, to determine whether residual contaminants in soil would potentially migrate to groundwater. The WB approved this approach on 9 April 2014, and asked for a written work plan for soil and soil vapor sampling by 15 May 2014.

The work plan addendum dated 8 May 2014 specifies that confirmation soil vapor samples will be collected at up to five new locations and analyzed using TO-15. Soil samples will be taken at two locations with continuous core from 3 ft bgs to around 50-55 ft bgs and samples collected at 5 ft intervals and analyzed using EPA 8260. Specific sampling methods are detailed in the work plan.

The WB approved the work plan addendum on 24 June 2014, and additionally specified that soil vapor samples should be collected at either deeper than 5 ft bgs or at 5 ft bgs and 15 feet bgs or greater. It is our recommendation that samples be collected at both 5 and 15 ft bgs to provide data to calculate potential indoor air risk and to better understand the effect of soil vapor concentration rebound.

Based on the WB directives, the following tasks are required to complete Task 26b:

- Collect and analyze an initial baseline round and three post-shutdown rounds of groundwater samples from one extraction well and seven monitoring wells (a total of 32 samples) plus eight field and trip blanks, for a total of 40 groundwater samples. Samples will be analyzed using EPA Method 8260.
- Collect and analyze an initial base-line round and three post-shutdown rounds of soil vapor sampling from up to three soil vapor monitoring wells and up to nine soil vapor extraction wells (12 total wells), and eight trip and field blanks, for a total of 56 soil vapor samples. Samples will be analyzed using TO-15.
- Install five temporary soil vapor wells and collect soil vapor samples from 5 and 15 ft bgs (a total of 10 samples), and analyze the samples using TO-15. Abandon the wells after the samples have been collected, per County and State guidance.
- Collect soil samples from two locations, using continuous coring to the water table, assumed to be at 50-55 ft bgs. Collect soil samples at 5-foot intervals (an estimated 10 per boring, for a total of 20 soil samples) and analyze using EPA Method 8260.
- Model potential leaching of residual contaminants from soil to groundwater using SESOIL, VLEACH, or equivalent, as needed, after discussion of field sampling results with the WB.
- Perform management and oversight of closure activities
- Prepare a Final Closure report.
- Meeting with Water Board following the preparation of Final Closure Report

Stantec will collect the groundwater samples under their current contract with the City, amended to cover this work. Langan Treadwell Rollo (LTR) will collect and analyze the soil vapor extraction and monitoring well samples, install/sample/analyze/abandon the temporary soil vapor monitoring wells and soil borings, perform the leach modeling (if needed) and prepare the Final Closure report. As the scope of Task 26b has increased beyond the estimated scope

on which the November 2013 budget was estimated, a budget revision will be required to complete the WB-approved work. Total estimated costs to perform the work, by task, are as follows:

| Tasks | Estimated Cost |
|---|-----------------------|
| 1. Collect and analyze four rounds of "rebound" soil vapor samples..... | \$21,750 |
| 2. Install and sample five temporary soil vapor monitoring wells and two soil borings | \$24,000 |
| 3. If soil samples indicate contamination, perform soil leaching model | \$ 3,000 |
| 4. Permitting, utility clearance, and disposal costs | \$ 2,900 |
| 5. Prepare expanded Final Closure report and manage additional work | \$ 9,500 |
| 6. Meeting with the Water Board | \$ 3,600 |

The original Task 26B was budgeted for \$24,300. Based on the above estimates, a budget increase of \$40,420 for Task 26b is requested.

We look forward to continuing our assistance to Lodi in the on-going groundwater monitoring and remediation programs. Please contact us with any questions.

Sincerely yours,
Langan Treadwell Rollo



Varinder Oberoi
Senior Project Manager



Philip G. Smith
Managing Principal

LANGAN TREADWELL ROLLO

Technical Excellence
Practical Experience
Client Responsiveness

4 August 2014

Mr. Wally Sandelin
Director-City of Lodi Public Works Department
P.O. Box 3006
Lodi, CA 95241-1910

**Subject: Request for Approval of City-Wide Plume Management Task
Task Order 27
City of Lodi, California
Langan Project: 730392338**

Dear Mr. Sandelin,

We are requesting the approval of a Task Order to provide environmental consulting to the City on the several groundwater contamination plumes that are currently in monitoring-only phases, and to address issues that may continue to arise and are not currently covered by active Task Orders. We are being asked by the various environmental contractors and the City staff to provide input to their work, and the new Task Order will provide a mechanism for us to continue this support.

Our labor hours would be detailed on monthly invoices, and if greater than 2 hours were to be required for any task, prior authorization from the City would be requested. We request that a Task Order for \$25,000 for on-going and future support be authorized.

We appreciate the opportunity to continue to assist the City of Lodi. Please contact Mr. Oberoi at (415) 424-3009 or Mr. Smith at 415-955-5249 if you need any further information.

Sincerely,
Langan Treadwell Rollo



Varinder S. Oberoi, PE
Principal Hydrologist



Philip G. Smith
Executive Vice President

D. Stephen Schwabauer
City Manager

Janice D. Magdich
City Attorney 

Jennifer M. Robison
City Clerk

Date

730392337.07 PGS

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 8/4/2014
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|---------------|--------------|
| A. SOURCE OF FINANCING | 185 | | 3205 | Fund Balance | \$ 65,450.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 185 | 185127 | 7323 | Task 26 | \$ 40,450.00 |
| | 185 | 185129 | 7323 | Task 27 | \$ 25,000.00 |
| | | | | | |
| | | | | | |

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

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Task Order amendment 26 and Task Order 27 with Treadwell & Rollo

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

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

Department Head Signature: Stacey Sandel

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 26 AND TASK ORDER NO. 27 WITH LANGAN TREADWELL ROLLO, OF SAN FRANCISCO, FOR CENTRAL PLUME AND CITYWIDE PLUME MANAGEMENT AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Central Plume Source Area (CPSA) remediation activities include a groundwater extraction and treatment facility and a soil vapor extraction and treatment facility; the PCE mass removal from both facilities are exhibiting a significant reduction in removal rate; and

WHEREAS, considering the decline in removal rate at groundwater and soil vapor facilities, a System Closure Work Plan was prepared by Langan Treadwell Rollo that was subsequently approved by the Central Valley Regional Water Quality Control Board (Water Board); and

WHEREAS, Water Board approval expanded the scope of the work plan as envisioned when Council approved Task Order No. 26 to include performance of additional groundwater and vadose zone sampling as described in Task Order No. 26 Amendment No. 1; and

WHEREAS, staff recommends approval of Langan Treadwell Rollo Task Order No. 27 for various services related to the coordination of efforts associated with the newly started monitoring activities within the Western Plume and Southern Plume by Stantec and the ongoing CPSA remediation operations by Diede Construction.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to Task Order No. 26, in the amount of \$40,450, and Task Order No. 27, in the amount of \$25,000, with Langan Treadwell Rollo, of San Francisco, California, for Central Plume and Citywide plume management services; and

BE IT FURTHER RESOLVED that funds be appropriated for the project from the PCE/TCE Rates account in the amount of \$65,450.

Dated: August 20, 2014

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Reimbursement Agreement with Lodi Iron Works for Utility Service Project (\$38,388.12)

MEETING DATE: August 20, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Reimbursement Agreement with Lodi Iron Works for a utility service project in the amount of \$38,388.12

BACKGROUND INFORMATION: As part of a utility service request from Lodi Iron Works, Lodi Electric Utility (EU) purchased and installed various utility improvements for a new building at 820 S. Sacramento Street.

Upon receipt of the estimated cost of the work from the City, Lodi Iron Works paid \$10,000 prior to the start of the work and then agreed to reimburse the balance of \$28,388.12 to the City by the end of the current fiscal year as outlined in the attached Reimbursement Agreement.

The work has been completed and the actual repayment amount will be based on the total final cost as provided by EU to Lodi Iron Works. Actual final costs will be trued up in accordance with EU rules and regulations.

FISCAL IMPACT: Not applicable. All costs will be reimbursed by Lodi Iron Works.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Cadek, Rates & Resources Manager

EAK/MCC/lst

APPROVED: _____
Stephen Schwabauer, City Manager

**REIMBURSEMENT AGREEMENT
UTILITY SERVICE - 820 S. Sacramento Street
LODI IRON WORKS**

RECITALS

1. This Reimbursement Agreement (hereinafter "AGREEMENT") is entered into on July 22, 2014 by and between the CITY OF LODI, a municipal corporation, (hereinafter "CITY") and Lodi Iron Works (hereinafter "LODI IRON WORKS").

2. At the request of LODI IRON WORKS, CITY has agreed to purchase and install designated utility improvements more fully described in Exhibit A, attached hereto and made a part hereof, as part of a utility service project benefitting LODI IRON WORKS at 820 S. Sacramento Street, Lodi, San Joaquin County, California (hereinafter "PROJECT").

3. LODI IRON WORKS agrees to reimburse CITY for all costs associated with PROJECT pursuant to the terms and conditions set forth below.

WITNESSETH

WHEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The total estimated cost of the utility materials and labor described in Exhibit A is the amount of \$38,388.12. The total final cost of the utility materials and labor described in Exhibit A will be provided to LODI IRON WORKS upon completion of PROJECT in the form of an invoice summarizing all materials, equipment, and labor costs incurred by CITY for PROJECT.

2. In the event that the labor required to perform PROJECT occurs outside of CITY operating hours, LODI IRON WORKS will be charged any and all additional labor costs over and above the costs identified in Exhibit A.

3. LODI IRON WORKS has paid CITY \$10,000.00, receipt of which is hereby acknowledged, for costs associated with PROJECT, as set forth in Exhibit B, attached hereto and made a part hereof.

4. The balance due and owing by LODI IRON WORKS for PROJECT will be payable to CITY in installments as identified in Exhibit B, until such time as the balance is paid in full, but in no event later than June 20, 2015. The final schedule of installment payments (Exhibit B) will be provided to LODI IRON WORKS following PROJECT completion and prior to the first installment payment due date, and will be based on the total final cost of PROJECT, as described in paragraphs 1 and 2 above. LODI IRON WORKS agree that it is responsible for the total final cost of PROJECT as determined by CITY.

5. This AGREEMENT is subject to approval by the Lodi City Council. In the event this AGREEMENT is not approved by the Lodi City Council, LODI IRON WORKS will be responsible for paying in full, all final costs associated with PROJECT no later than September 20, 2014.

6. Failure by LODI IRON WORKS to pay, in full, any payment required under this AGREEMENT when due, followed by written notice from CITY to LODI IRON WORKS of such failure, and ten (10) calendar days opportunity to cure, shall constitute an event of default under this AGREEMENT.

- a. Upon occurrence of such an event of default, the entire unpaid balance due under this AGREEMENT shall, at the option of CITY, become immediately due and payable upon written notice to LODI IRON WORKS without further demand by CITY.
- b. Failure of CITY to exercise the remedy set forth above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right of CITY to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by CITY of any payment which is less than the total amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express written consent of CITY, except as to the extent otherwise provided by law.
- c. LODI IRON WORKS agrees to pay all costs and expenses, including reasonable attorney's fees and any other professional service fees or costs, incurred by CITY in the event of default, regardless of whether suit is filed to seek enforcement under this AGREEMENT.

7. The provisions of this AGREEMENT are not intended to create, nor shall they in any way be interpreted, to create a joint venture, a partnership, or any other similar relationship between the parties.

8. All notices required by this AGREEMENT shall be in writing and delivered in person, by overnight delivery, or sent by certified mail, postage prepaid, as follows:

TO CITY:

Elizabeth Kirkley, Director
Lodi Electric Utility
1331 S. Ham Lane
Lodi, CA 95242

TO LODI IRON WORKS:

Kevin Van Steenberge
Lodi Iron Works
820 S. Sacramento Street
Lodi, CA 95240

9. No modification of this AGREEMENT shall be valid unless said modification is in writing and signed by both parties.

10. 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 full force and effect. In the event of any dispute between the parties arising 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.

11. This AGREEMENT represents the entire understanding of CITY and LODI IRON WORKS 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.

IN WITNESS HEREOF, the parties hereto have entered into this AGREEMENT effective as of the date set forth hereinabove.

CITY OF LODI, a municipal corporation

ATTEST:

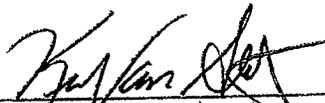
JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

LODI IRON WORKS

By: _____


By: 
Name: Kevin Van Stoenberge
Title: President

**EXHIBIT A
ESTIMATED PROJECT COST**

REIMBURSEMENT AGREEMENT
UTILITY SERVICE - 820 S. Sacramento Street
LODI IRON WORKS

PROJECT DESCRIPTION:

One transformer of (500 kVA), three phase 4-wire system
Distribution pole installation
12 kV riser cable and cut out switch arrangement
Pulling of low voltage cable from transformer to expected distribution panel

COST ESTIMATE INCLUDES:

One (1) transformer
Installation of transformer and low voltage conductors (cables and conductors) and accessories
Installation of one (1) 12 kV pole
Purchase and installation of (3) 12 kV riser cables, cut out switches and terminations
Administrative costs (including engineering and technical support staff)

COST ESTIMATE DOES NOT INCLUDE:

Distribution panel
Design and installation of customer's new equipment
Installation of one (1) transformer pad
Installation of trench, underground conduit and restoration of property in or adjacent to project

ESTIMATED PROJECT COST

| | |
|--------------------------------------|--------------------|
| Transformer cost | \$ 9,425.00 |
| Transformer installation | \$ 997.71 |
| Underground material | \$ 4,060.00 |
| Installation of underground material | \$ 4,556.73 |
| Overhead material | \$ 1,829.61 |
| Installation of overhead material | \$ 4,370.91 |
| Overhead costs | <u>\$13,148.16</u> |
| Total: | \$38,388.12 |

EXHIBIT B
SCHEDULE OF INSTALLMENT PAYMENTS

REIMBURSEMENT AGREEMENT
UTILITY SERVICE - 820 S. Sacramento Street
LODI IRON WORKS

Total Estimate: \$38,388.12

Down Payment: \$ (10,000.00)

| | Due No Later Than | |
|------------|-------------------|-------------------|
| Payment 1 | 09/20/14 | \$2,840.00 |
| Payment 2 | 10/20/14 | \$2,840.00 |
| Payment 3 | 11/20/14 | \$2,840.00 |
| Payment 4 | 12/20/14 | \$2,840.00 |
| Payment 5 | 01/20/15 | \$2,840.00 |
| Payment 6 | 02/20/15 | \$2,840.00 |
| Payment 7 | 03/20/15 | \$2,840.00 |
| Payment 8 | 04/20/15 | \$2,840.00 |
| Payment 9 | 05/20/15 | \$2,840.00 |
| Payment 10 | 06/20/15 | <u>\$2,828.12</u> |
| Balance: | | \$0.00 |

Actual repayment schedule will be based on final project cost as provided by CITY and will be provided to LODI IRON WORKS following project completion prior to first installment payment due date.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE A REIMBURSEMENT AGREEMENT
WITH LODI IRON WORKS FOR A UTILITY
SERVICE PROJECT

=====

WHEREAS, as part of a utility service request from Lodi Iron Works, Lodi Electric Utility (EU) purchased and installed various utility improvements for a new building at 820 S. Sacramento Street; and

WHEREAS, upon receipt of the estimated cost of the work from the City, Lodi Iron Works paid \$10,000 prior to the start of the work and then agreed to reimburse the balance of \$28,388.12 to the City by the end of the current fiscal year as outlined in the attached Reimbursement Agreement; and

WHEREAS, the work has been completed and the actual repayment amount will be based on the total final cost as provided by EU to Lodi Iron Works; and

WHEREAS, actual final costs will be trued up in accordance with EU rules and regulations; and

WHEREAS, all costs associated with the improvements will be reimbursed by Lodi Iron Works.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Reimbursement Agreement with Lodi Iron Works for a Utility Service Project in the amount of \$38,388.12, for which the final amount will be determined based on final actual project costs.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute an Agreement to Participate in the CALNET3 Contract between the State of California and AT&T through June 30, 2018

MEETING DATE: August 20, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution authorizing the City Manager to execute an agreement to participate in CALNET 3 contract between the State of California and AT&T through June 30, 2018.

BACKGROUND INFORMATION: Currently, the City buys certain technology products, such as telephone services at discounted rates through the State of California contract called CALNET2. This contract expired on January 3, 2014. A new State contract, called CALNET3, is now available as of July 1, 2014.

All California government agencies may use CALNET3 for procurement of certain products and services. The new CALNET3 contract is for four years, with possible yearly extensions.

The City's telecommunications rates will revert to tariff pricing if it does not agree to participate in CALNET3. Tariff rates would mean an annual increase of about \$100,000.

All current AT&T voice and data services subscribed to by the City shall automatically be included under the new Agreement. The City will also be committed to "exclusivity" with AT&T for the first two years of the contract. That means the City agrees not to purchase any contracted types of services from any other provider for the first two years, after which time the City will be free to select any provider it desires.

Staff is proposing to include the following services in the new contract, all of which are included in the current contract with AT&T:

- Legacy Telecommunications
- Business Access Lines
- Central Office Trunk Services
- Analog Service
- Data Transmission Services
- Long Distance Calling

In summary, staff recommends adoption of a resolution authorizing the City Manager to execute an Agreement to participate in the CALNET 3 Contract between the State of California and AT&T through June 30, 2018. The City can avoid reverting to tariff pricing for its current AT&T telecommunications services with an increase of about \$100,000 per year, by approving this Agreement.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The City can anticipate a nominal annual increase of about \$5,136 over the current CALNET2 contract and avoid a cost increase of about \$100,000 if telecommunications services are not allowed to revert to tariff pricing.

FUNDING AVAILABLE: 100242.7202 –Telephone Charges

Jordan Ayers, Deputy City Manager

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)
AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

| <u>Subcategory</u> | <u>Contract Award</u> | <u>Contract End</u> | <u>1 year Optional Extensions</u> |
|--|-----------------------|---------------------|---|
| 1.1 Dedicated Transport | November 15, 2013 | June 30, 2018 | |
| 1.2 Multi-Protocol Label Switching (MPLS) | November 15, 2013 | June 30, 2018 | |
| 1.3 Standalone Voice over Internet Protocol (VoIP) | November 15, 2013 | June 30, 2018 | |
| 1.4 Long Distance Calling | November 15, 2013 | June 30, 2018 | |
| 1.5 Toll-Free Calling | November 15, 2013 | June 30, 2018 | |
| 1.6 Legacy Telecommunications | November 15, 2013 | June 30, 2017 | |

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3>.

CITY OF LODI ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

| |
|---|
| <p>E-Rate Customers</p> <p>Only complete if applying for ERate funding:</p> <p>_____ intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.</p> <p>The Service(s) ordered under this ATO shall commence on _____ ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.</p> |
|---|

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity:
CITY OF LODI

Non-State Entity:
AT & T
2700 Watt Avenue
Room 1213
Sacramento, CA. 95821
Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

| NON-STATE ENTITY | CONTRACTOR |
|---|---------------------------------|
| By: Authorized Signature | By: Authorized Signature |
| Printed Name and Title of Person Signing Stephen Schwabauer, City Manager | By: Authorized Signature |
| Date Signed: | Date Signed: |

Approved By:
State of California
Department of Technology,
Statewide Telecommunications and Network Division



| |
|---|
| By: Authorized Signature |
| Printed Name and Title of Person Signing |
| Date Signed: |

CITY OF LODI

Select Services for

| AT&T C3-A-12-10-TS-01 | | |
|-------------------------------------|---|--------------------------|
| Selected Services | Dedicated Transport Subcategory 1.1 | Customer Initials |
| <input checked="" type="checkbox"/> | Carrier DS0 Service | |
| <input checked="" type="checkbox"/> | Carrier DS1 Service | |
| <input checked="" type="checkbox"/> | Carrier DS3 Service | |
| <input checked="" type="checkbox"/> | ISDN Primary Rate Interface Service | |
| <input checked="" type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input checked="" type="checkbox"/> | Services Related Hourly Support | |
| Selected Services | Multi-Protocol Label Switching (MPLS) Subcategory 1.2 | Customer Initials |
| <input type="checkbox"/> | MPLS Port Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port & Access Bundled Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port, Access Router Bundled Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port, Access & Router Bundled On-Net Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port, Access & Router Bundled Off-Net Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service | |
| <input type="checkbox"/> | MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service | |
| <input type="checkbox"/> | Converged VOIP Service | |
| <input type="checkbox"/> | Converged Voice Mail Service | |
| <input type="checkbox"/> | Audio Conferencing Service | |
| <input type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input type="checkbox"/> | Services Related Hourly Support | |
| Selected Services | Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3 | Customer Initials |
| <input type="checkbox"/> | Standalone VoIP Service | |
| <input type="checkbox"/> | Audio Conferencing Service | |
| <input type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input type="checkbox"/> | Services related Hourly Support | |
| Selected Services | Long Distance Calling Subcategory 1.4 | Customer Initials |
| <input checked="" type="checkbox"/> | Long Distance Network Access Transport Service | |
| <input checked="" type="checkbox"/> | Long Distance Domestic Calling Service | |
| <input checked="" type="checkbox"/> | Long Distance International Calling Service | |
| <input type="checkbox"/> | Calling Cards | |
| <input type="checkbox"/> | Operator Services | |
| <input type="checkbox"/> | Audio Conferencing Service | |
| <input type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input type="checkbox"/> | Services related Hourly Support | |
| Selected Services | Toll-Free Calling Subcategory 1.5 | Customer Initials |
| <input type="checkbox"/> | Toll Free Network Access Transport Service | |
| <input type="checkbox"/> | Toll Free Network Access Transport Service | |

ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)

| | | |
|-------------------------------------|--|--------------------------|
| <input type="checkbox"/> | International Toll Free Service | |
| <input type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input type="checkbox"/> | Services Related Hourly Support | |
| Selected Services | Legacy Telecommunications Subcategory 1.6 | Customer Initials |
| <input checked="" type="checkbox"/> | Business Access Line Service | |
| <input checked="" type="checkbox"/> | Central Office Exchange Service | |
| <input checked="" type="checkbox"/> | Central Office Trunk service | |
| <input checked="" type="checkbox"/> | Intra-LATA Calling | |
| <input type="checkbox"/> | Locally Based Automatic Call Distributor (ACD) | |
| <input type="checkbox"/> | Voice Mail Services | |
| <input checked="" type="checkbox"/> | Analog Service | |
| <input checked="" type="checkbox"/> | ISDN Basic Rate Interface (BRI) Service | |
| <input checked="" type="checkbox"/> | Frame Relay Service | |
| <input type="checkbox"/> | Asynchronous Transfer Mode (ATM) Service | |
| <input type="checkbox"/> | Extended Demarcation Wiring Services | |
| <input type="checkbox"/> | Station Wiring | |
| <input checked="" type="checkbox"/> | Services Related Hourly Support | |

CREATOR COMMENT:

SUBMITTER COMMENT:

CONTRACTOR COMMENT:

STATE COMMENT:

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT TO PARTICIPATE IN THE CALNET3 CONTRACT BETWEEN THE STATE OF CALIFORNIA AND AT&T THROUGH JUNE 30, 2018

WHEREAS, the City buys certain technology products, such as telephone services, at discounted rates through the State of California contract called CALNET2, which expired on January 3, 2014 and was extended through June 30, 2014; and

WHEREAS, a new State contract called CALNET3 is now available for use by all California government agencies for procurement of certain products and services; and

WHEREAS, the term of the CALNET3 contract is four years, with possible yearly extensions; and

WHEREAS, all current AT&T voice and data services subscribed to by the City under CALNET2 will automatically be included in the new agreement. The City will also be committed to 'exclusivity' with AT&T for the first two years of the contract, which means the City agrees not to purchase any contracted types of services from any other provider for the first two years, after which time the City will be free to select any provider it desires. The City may also continue purchasing services from AT&T under the CALNET3 contract after the end of the exclusivity' period; and

WHEREAS, staff is proposing to include the following services in the new contract, all of which are included in the current contract:

- 1) Legacy Telecommunications
- 2) Business Access Lines
- 3) Central Office Trunk Services
- 4) Analog Service
- 5) Data Transmission Services
- 6) Long Distance Calling

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute an agreement to participate in the CALNET3 contract between the State of California and AT&T through June 30, 2018 and in possible extensions.

Dated: August 20, 2014

I hereby certify that Resolution No. 2014-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following votes:

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

JENNIFER ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into a Fee Agreement with the Law Offices of Judith Propp for Continued Legal Services (not to exceed \$30,000)

MEETING DATE: August 20, 2014

PREPARED BY: City Attorney

RECOMMENDED ACTION: Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into a Fee Agreement with the Law Offices of Judith Propp for Continued Legal Services (not to exceed \$30,000)

BACKGROUND INFORMATION: The Law Offices of Judith Propp has been providing general legal services and support to the City Attorney's Office on an as needed part-time basis to temporarily fill the Deputy City Attorney vacancy.

Ms. Propp is the retired Town Attorney for the Town of Los Gatos and previously served as the Senior Assistant City Attorney for the City of Livermore and a Deputy City Attorney for the cities of Santa Clara and San Jose. City Attorney is seeking authority from the Council to negotiate and enter into a fee agreement with the Law Offices of Judith Propp for continued general legal services on an as needed basis in an amount not to exceed \$30,000, until the Deputy City Attorney position is filled.

FISCAL IMPACT: \$30,000

FUNDING: City Attorney's budget has sufficient funds as the result of the unfilled Deputy City Attorney position.

Janice D. Magdich
City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT BETWEEN CITY OF LODI
AND LAW OFFICE OF JUDITH PROPP**

THIS AGREEMENT, by and between City of Lodi, a municipal corporation (hereinafter referred to as "CITY"), and Law Office of Judith Propp and Judith Propp, an individual, whose address is P.O. Box 111822 Campbell, CA 95011 (hereinafter referred to as "ATTORNEY"), and is made with reference to the following:

The CITY hereby retains ATTORNEY to provide contract legal support services to CITY on a part-time, interim basis on the terms set out below.

1. The legal services provided may include any of the following:

1. Representation of and advice to City in legal matters of municipal government such as:

- a. Attendance at City Council meetings as requested;
- b. Attendance at Planning Commission meetings as requested;
- c. Consultation with the City Manager, Department Heads, City Staff or authorized representatives;
- d. Preparation of legal memorandum and legal research;
- e. Telephone and correspondence with members of the public;
- f. Preparation and review of proposed ordinances, resolutions, contracts, and other documents pertaining to the City's business;
- g. Code enforcement
- h. Court appearances;
- i. Litigation.

2. The hourly rate for these services is \$150.00 per hour, effective July 1, 2014 and shall terminate on December 31, 2014. Total compensation shall not exceed \$30,000.

3. Litigation includes court or administrative proceedings of every type or nature, and includes client conferences, file and report review, interviews, legal research, site visits, and discussions with witnesses and experts prior to formal commencement of proceedings.

4. For litigation matters, in addition to the hourly charge set out in Section 1(b) above, ATTORNEY shall be compensated for actual expenses for process service, transcripts, copying, expert consultants and facsimile transmission charges.

5. ATTORNEY is and shall be an independent contractor, and nothing herein contained shall constitute or make ATTORNEY an employee of CITY.

6. This agreement shall continue until terminated, and may be terminated by either party on thirty (30) days written notice.

7. The City of Lodi requires that you maintain, at your own cost and expense for the duration of the agreement, the following insurance coverage:

a. Professional Liability - Professional Liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions, as follows:

- a. Any deductible or self-insured retention shall not exceed \$500,000 per claim.
- b. Notice that cancellation, material change, or non-renewal must be received by the City at least 30 days prior to such change.
- c. The policy must contain a cross liability or severability of interest clause.
- d. The following provisions shall apply if the professional liability coverage is written on a claim made form:
 - i. The retroactive date of the policy must be shown and must be before the date of the agreement.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least two years after the completion of the agreement or the work.

8. All notices to be given under this Agreement shall be given in writing addressed to City at:

City of Lodi
City Attorney's Office
221 W. Pine Street
Lodi, CA 95240
Attention: City Attorney

To ATTORNEY at:

Judith Propp
PO Box 111822
Campbell, CA 95011

Dated: August ____, 2014

CITY OF LODI

Janice D. Magdich
City Attorney

LAW OFFICE OF JUDITH PROPP

Judith Propp

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY ATTORNEY TO
NEGOTIATE AND ENTER INTO A FEE
AGREEMENT WITH THE LAW OFFICE OF JUDITH
PROPP FOR LEGAL SERVICES

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Attorney to negotiate and enter into a Fee Agreement with the Law Office of Judith Propp, for continued legal services, attached as Exhibit A and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the term of this Agreement shall be July 1, 2014 through December 31, 2014.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following votes:

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

JENNIFER M. ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize City Attorney to Issue “Comfort Letter” to Lodi House, a California non-profit corporation, in Connection with the Purchase of Property Located at 238 S. Pleasant Avenue and 221 W. Lodi Avenue

MEETING DATE: August 20, 2014 City Council Meeting

PREPARED BY: City Attorney’s Office

RECOMMENDED ACTION: Authorize City Attorney to Issue “Comfort Letter” to Lodi House, a California non-profit corporation, in connection with the purchase of property located at 238 S. Pleasant Avenue and 221 W. Lodi Avenue.

BACKGROUND INFORMATION: The former Pine Street Auto Building, located at 238 S. Pleasant Avenue and 221 W. Lodi Avenue potentially overlies the PCE/TCE Central and Busy Bee contamination plumes. The site was connected with the contamination, and the City has entered settlement agreements with all known responsible parties.

David Hiramoto and William Kagawa, owners of the site are in negotiations to sell the property to Lodi House, a California non-profit corporation. The Buyers are concerned about the potential for the City to pursue recovery against them upon their purchase of the site. This concern could be allayed through the issuance of a “Comfort Letter” which would, with certain qualifications, indicate the City’s determination not to pursue the Buyers or their successors. Based upon my understanding that the Council does not desire to expand the litigation and the settlement with the owners of the site, I recommend the Council authorize me to issue a “Comfort Letter” in the form attached hereto.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Approved:

Janice D. Magdich
City Attorney

APPROVED:

Stephen Schwabauer, City Manager

CITY HALL
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6701
(209) 333-6807 FAX

CITY OF LODI
CITY ATTORNEY'S OFFICE

JANICE D. MAGDICH
City Attorney



August 21, 2014

Ms. Suzanne Mangum
Executive Director, Lodi House
801 South Washington Street
Lodi, California 95240

SUBJECT: Lodi House Property Purchase
238 S. Pleasant Avenue and 221 W. Lodi Avenue

Dear Ms. Mangum:

Lodi House, a California non-profit corporation, is in the process of purchasing property located at 238 S. Pleasant Avenue and 221 W. Lodi Avenue, situated within or near the Lodi Busy Bee Plume and Central Plume Areas (Areas). The Areas are groundwater plumes containing Tetrachloroethene (PCE). The City of Lodi has entered into settlements with all of the parties who are known to have contributed contamination to the Areas and has undertaken the obligation to clean up the contaminated soil and groundwater in the Areas.

This letter will confirm that the City Council authorized me at its meeting on August 20, 2014, to affirm that the City of Lodi will not pursue environmental claims against Lodi House, or its successors or assigns under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or under any other environmental liability theory (such as nuisance) for the contamination in the Areas. This statement of intent does not apply to liabilities that could arise if Lodi House, or its successors or assigns actually contribute at some future date to the contamination.

If you have any questions or concerns regarding this matter, please contact me.

Sincerely,

Janice D. Magdich
City Attorney

cc: City Council
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Government Crime Policies and Faithful Performance of Duty Coverage for the Purpose of Bonding City Officers and Employees and Establishing Policy Limits

MEETING DATE: August 20, 2014

PREPARED BY: Risk Manager

RECOMMENDED ACTION: Adopt resolution approving Government Crime Policies and faithful performance of duty coverage for the purpose of bonding City officers and employees and establishing policy limits

BACKGROUND INFORMATION: The recent appointment of the City Manager creates an opportunity to review the bonding requirements of this position and other city officers and employees. Lodi Municipal Code Section 2.12.040 states, "The city manager shall furnish a surety company bond to be approved by the council in such sum as may be determined by the city council." (See the Ordinance item on this Agenda.) A thorough search of past Lodi City Council Resolutions does not reveal a specific dollar amount set for this bond. Further, the California Government Code does not specify an amount, nor does it require that a City Manager be bonded. However, for other City officers, California Government Code section 36518 does state that, "Before entering upon the duties of their offices, the city clerk and city treasurer shall each execute a bond to the city. Except as otherwise provided, the bonds shall conform to the provisions of this code relating to bonds of public officers. The penal sum of the bond shall be in a reasonable amount recommended by the city attorney and fixed by the city council, by resolution, and may be changed during their terms of office." Resolution No. 2050 adopted by the Lodi City Council August 7, 1957 specifies a dollar amount for these positions - "Resolved, that the Fidelity Bond of the Finance Director-City Treasurer of the City of Lodi be, and the same is hereby fixed at \$100,000."

For several years the City has purchased, and recently purchased again, a Government Crime Policy, with an endorsement for faithful performance of duty coverage, to comply with the requirements stated above. The policy covers all City of Lodi employees for the period 7/1/14 to 7/1/17 and protects the City against various forms of dishonesty such as, employee theft, forgery or alteration, theft of money and securities, funds transfer fraud, willful neglect of duty, bad faith, and other forms of employee malfeasance with policy limits of \$1,000,000. In prior years, the Presiding Judge of the San Joaquin County Superior Court has been asked, and has granted, a miscellaneous order that such policy be approved as a substitute for any bond required by State law. A similar request will be made again for the recently purchased policies.

Staff has conducted a survey of cities in our region regarding surety bond limits for City Managers. Given that the California Government Code does not require bonding for the position of City Manager, several cities do not have any requirements. When their municipal codes do require bonds, limits have been set at either \$100,000 or \$1,000,000. Staff, with the concurrence of the City Attorney, recommends the

APPROVED: _____
Stephen Schwabauer, City Manager

amount of the fidelity bond or insurance equivalent be fixed at \$1,000,000 for City officers and employees, including the City Manager, City Clerk and Finance Director-City Treasurer.

FISCAL IMPACT: The renewal premium for Zurich, the incumbent carrier for the City's Government Crime Policy is \$22,192 for a three year term. The Faithful Performance component of the policy currently has limits set at \$100,000. It is recommended that limits on this component of the policy be raised to \$1,000,000. The cost associated with this change is an additional \$410.33 per year. Over the three year term of the policy, total additional premium will be \$1,231.

FUNDING AVAILABLE: Sufficient funds have been budgeted in account 301201.8059 during FY 14-15 to cover all costs associated with the purchase of the crime policy.

Kirk J. Evans, Risk Manager

Attachments

RESOLUTION NO 2014 - ____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING GOVERNMENT CRIME POLICIES FOR
THE PURPOSE OF BONDING CITY OFFICERS AND
EMPLOYEES AND ESTABLISHING POLICY LIMITS

=====

WHEREAS California Government Code §36518 requires City Council by resolution establish the penal sum of the bond for the positions of City Clerk and City Treasurer; and

WHEREAS California Government Code §36519 provides that the City Council may require bonds of any other officer or employee of the city; and

WHEREAS California Government Code §37209 requires execution of a bond by a Director of Finance where duties imposed by law upon the City Clerk are transferred to a Director of Finance; and

WHEREAS California Government Code §1480 provides that every officer agent or employee not required by statute to give an official bond may be required to give an individual official bond or other form of individual bond in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county or municipality by whom such officer, employee or agent is employed as well as the officer under whom the employee or agent serves; and

WHEREAS Lodi Municipal Code §2.12.040 requires the City Manager shall furnish a surety company bond to be approved by the council in such sum as may be determined by the City Council; and

WHEREAS California Government Code §1463 states, ... a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, may be provided as an alternative to the official bond by any county or city, subject to approval by the presiding judge of the superior court and recording and filing as provided in §§1457 to 1460.1, inclusive. An insurance policy procured pursuant to this section may be used as a master bond as though it were an official bond, subject to approval of the appointing power or the legislative body as provided in §1481; and

WHEREAS California Government Code §1481 (b) provides that notwithstanding any other provision of law when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee or agent of the local public agency, whether elected or appointed who is required by statute regulation, the appointing power, the governing board of a local public agency or the board of supervisors of a chartered or general law county to give bond; and

WHEREAS California Government Code §1481 (c) provides that a master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency and shall inure to the benefit of the appointing power, state or local public agency by whom the officer,

employee or agent is employed as well as the officer or officers under whom the employee or agent serves.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That the City Council deems it expedient that the bonding requirements for public officers and employees required by California Government Code, Lodi Municipal Code, or City Council Resolution, shall be in the form of a Government Crime Insurance Policy that provides coverage for City of Lodi officers and employees;
2. That the limits of the Government Crime Policy shall be at least \$1,000,000 per occurrence for employee theft, with a deductible amount of not more than \$10,000 per occurrence, with sub-limits for other forms of loss covered by the policy as deemed appropriate, and
3. That the premiums shall be paid by the City.

Dated: August 20, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914]

(Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599]

(Division 4 enacted by Stats. 1943, Ch. 134.)

CHAPTER 3. Official Bonds [1450 - 1653]

(Chapter 3 enacted by Stats. 1943, Ch. 134.)

ARTICLE 2. Bonds Not Required by Statute [1480 - 1482]

(Article 2 enacted by Stats. 1943, Ch. 134.)

1480.

Every officer, agent or employee not required by statute to give an official bond may be required to give an individual official bond, or other form of individual bond, in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county or municipality, by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves.

The appointing power shall obtain the approval of the Department of General Services before requiring any state officer, employee, or agent to give an individual bond pursuant to this section, and before including the name or position or office of any such officer, employee, or agent in a master bond as provided in Section 1481.

(Amended by Stats. 1965, Ch. 371.)

1481.

(a) When deemed expedient by the appointing power, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent who is required by the appointing power or the board of supervisors of a chartered or general law county to give bond.

(b) Notwithstanding any other provision of law, when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed, who is required by statute, regulation, the appointing power, the governing board of a local public agency, or the board of supervisors of a chartered or general law county to give bond.

(c) A master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency, and shall inure to the benefit of the appointing power, state, or local public agency by whom the officer, employee, or agent is employed as well as the officer or officers under whom the employee or agent serves. If the master bond provides coverage on a public guardian or public administrator, then that master bond shall be for the joint benefit of the guardianship or administratorship estates, and the county to which the bond is issued.

(d) "Local public agency" means any city or county, whether general law or chartered, city and county, special district, school district, municipal corporation, political subdivision, joint powers authority or agency created pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1, or any board, commission, or agency thereof, or other local public agency, but shall not mean the state or any agency or department of the state.

(e) "Legislative body" means the board of supervisors of a county or city, or the governing board, by whatever name called, of a local public agency.

(f) In the case of the State of California, the form and content of the bond shall be subject to the approval of the Director of General Services.

(Amended by Stats. 1998, Ch. 876, Sec. 2. Effective January 1, 1999.)



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rescinding Resolutions 2000-211 and 2012-165 and Approving Benefit Modifications for Council Members

MEETING DATE: August 20, 2014

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution rescinding Resolutions 2000-211 and 2012-165 and approving Benefit Modifications for Council Members.

BACKGROUND INFORMATION: The City Council has previously adopted Resolutions 2000-211 and 2012-165 which set the types of benefits for which Council members are eligible. At its June 18, 2014 meeting, Council discussed modifying their benefits to increase the City's capped contribution towards medical to the January 1, 2014 rates for the lowest cost HMO in the Lodi geographical area and to increase the "opt-out" provision for those who decline coverage through the City. These changes would be effective the first pay period in which January 1, 2015 falls.

The City Council's prior resolutions listed a summary of benefits but did not include a description, coverage amounts, or define whether the employee or employer paid for the benefit. The attached includes amounts according to our current practice.

A summary of the benefits provided to City Council members is listed below:

| Benefit | Amount |
|--|---|
| Accidental Death & Dismemberment Insurance | \$10,000; City pays full premium |
| Chiropractic Coverage | Access to coverage through City plan; City pays full premium |
| Deferred Compensation | Participation in any of the plans offered by the City (No City match provided) |
| Dental Coverage | Access to coverage through City plan; City pays full premium |
| Employee Assistance Program | Access to coverage through City plan; City pays full premium |
| Flexible Spending Account (Section 125) | Participation in City provided plan |
| Life Insurance | \$10,000; City pays full premium |
| Lodi City Employee's Association (LCEA) | Membership in LCEA is available at the Council members cost |
| Medical Insurance | Access to available plans through CalPERS—City contribution capped at the 2014 lowest cost HMO in the Lodi geographical area; City pays monthly maximum of \$657.33 for Employee only; \$1,314.66 for Employee + 1; \$1,709.06 for Employee + Family coverage |

APPROVED: _____
Stephen Schwabauer, City Manager

| | |
|-----------------------------------|--|
| Medical Insurance Opt-Out | If City offered coverage is declined and proof of other group coverage is provided, Council member is eligible for payment of \$305.22 for Employee only, \$532.92 for Employee + 1; and \$692.81 for Employee + Family coverage |
| PERS Retirement | 2% at 55 for 'Classic' employees; 2% at 62 for 'New' employees; Council member pays the full employee share |
| Travel Insurance-Accidental Death | \$100,000; City pays full premium |
| Vision Coverage | Access to coverage through City plan; City pays full premium |
| Worker's Compensation | Covered by California Worker's Compensation program; City pays full premium |

Council members are not eligible for Tuition Reimbursement under the City's Tuition Reimbursement policy.

Attached are copies of Resolutions 2000-211 and 2012-165. Also attached is an Overview of Council Member Benefits.

FISCAL IMPACT: It is estimated that the benefit modifications will cost the City about \$3,939 per year.

FUNDING AVAILABLE: Necessary funding will be included in each fiscal year budget.

Jordan Ayers, Deputy City Manager/Internal Services Director

Adele Post, Human Resources Manager

RESOLUTION NO. 2012-165

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING BENEFIT MODIFICATIONS FOR
COUNCIL MEMBERS

WHEREAS, City Council benefits shall be reduced to the same level as those negotiated by employees; and

WHEREAS, it *is* recommended that Council approve the following benefit modifications for Council Members:

- Council Members will begin paying 7 percent of the employee's share of retirement.
- Council Members' medical premium will be capped at the January 1, 2012, rate for the lowest cost HMO.
- Council Members newly elected on or after November 6, 2012, will receive the reduced CalPERS retirement formula of 2 percent at 60 on January 1, 2013, or upon the date in which the City amends its retirement contract with CalPERS (whichever is later).

Date: October 17, 2012

I hereby certify that Resolution No. 2012-165 was passed and adopted by the Lodi City Council in a regular meeting held October 17, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2000-211

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AND
AFFIRMING THE BENEFITS PROVIDED TO ITS
CITY COUNCIL MEMBERS

WHEREAS, the Lodi City Council is desirous of formalizing and affirming the benefits provided to its City Council Members; and

WHEREAS, the following Schedule of Benefits represents a listing of those benefits:

| SCHEDULE OF BENEFITS | |
|----------------------------------|-----------------------------------|
| ➤ Accidental Death Insurance | ➤ Accidental Travel Insurance |
| ➤ Chiropractic Insurance | ➤ Credit Union Membership |
| ➤ Deferred Compensation | ➤ Dental Insurance |
| ➤ Direct Deposit Payroll | ➤ Employee Assistance Program |
| ➤ Employee Development * | ➤ Life Insurance |
| ➤ Flexible Spending Account | ➤ Medical Fringe |
| ➤ Medical Insurance | ➤ Pharmaceutical |
| ➤ Medical-Married City Employees | ➤ 2% @ 55 as allowed through PERS |
| ➤ Recreation (LCEA) | |
| ➤ Vision Insurance | |
| ➤ Workers Compensation | |

* Does Not Include Tuition Reimbursement Per Council Action on July 5, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lodi hereby approves and affirms the Schedule of Benefits set forth above for City of Lodi Council Members; and

BE IT FURTHER RESOLVED, that this Schedule of Benefits for City Council Members may be amended from time to time by Resolution.

Dated: November 15, 2000

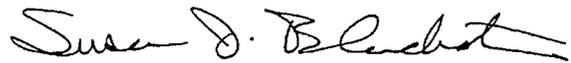
I hereby certify that Resolution No. 2000-211 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 15, 2000, by the following vote:

AYES: COUNCIL MEMBERS – Land, Nakanishi, Pennino and Mayor Mann

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

Lodi City Council Member Overview of Benefits

Accidental Death & Dismemberment Insurance (AD&D)

Council Members are provided with an additional \$10,000 of accidental death and dismemberment coverage in the event the death is the result of an accident. This coverage is in addition to Life Insurance and Travel Insurance. The City pays the full premium for this benefit.

Chiropractic Coverage

Council Members are provided with chiropractic coverage, in addition to medical coverage. The City pays the full premium for this benefit.

Deferred Compensation

Council Members, at their own expense, may elect to defer compensation on a pre-tax basis to a 457 Deferred Compensation Plan.

Dental Coverage

The City contributes the full cost of the premium for dental coverage. Council Members may elect coverage for eligible dependents and are responsible for any deductible or co-payment. Annual benefits are capped at \$1,000 per covered participant.

Employee Assistance Program (EAP)

The City offers an Employee Assistance Program (EAP) providing confidential counseling services for Council Members and their family members. The City pays the full premium for this benefit.

Flexible Spending Account (Section 125)

Council Members may participate, at their own expense, in Section 125 Flexible Spending Accounts including; pre-tax medical premiums, pre-tax contributions to pay for qualified medical expenses, and pre-tax contributions towards qualified childcare expenses.

Life Insurance

Council Members are provided with \$10,000 of life insurance coverage. The City pays the full premium for this benefit.

Medical Insurance (Including Prescription Coverage)

The City offers a variety of medical plans through CalPERS health. The City has capped its contribution towards medical premiums to the lowest cost HMO available in Lodi's geographical area, effective January 1, 2014. The City offers three tiers of coverage, employee only, employee plus one, and employee plus family. Council Members may elect coverage for eligible dependents and are responsible for the premium costs above and beyond the City's contribution. The City offers an "opt-out" provision for those who decline medical benefits which can be added to their deferred compensation account or receive in cash (employee only \$305.22, employee plus one \$532.92, and employee plus family \$692.81).

PERS Retirement

CalPERS retirement benefits: retirement formula of 2 percent at 55 as allowed through CalPERS for “classic” members; Council Members newly elected on or after November 6, 2012, will receive the retirement formula of 2 percent at 62 if deemed a “new” member by CalPERS. Council Members shall pay the full employee’s share of retirement.

Recreation – Optional Membership in Lodi City Employee’s Association (LCEA)

Council Members may, at their own expense, join the Lodi City Employee’s Association (LCEA) for a minimal annual contribution.

Travel Insurance – Accidental Death

The City provides accidental death benefit coverage in the amount of \$100,000 to Council Members while traveling on City business.

Vision Coverage

The City contributes the full cost of the premium for vision benefits, including eye examinations and glasses, for Council Members and their eligible dependents.

Workers’ Compensation

Council Members’ are covered by California Workers’ Compensation.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
 APPROVING BENEFIT MODIFICATIONS FOR COUNCIL
 MEMBERS, AND FURTHER RESCINDS RESOLUTION
 NO. 2000-211 AND RESOLUTION NO. 2012-165

=====

WHEREAS, the Lodi City Council is amending the benefits provided to its City Council Members; and

WHEREAS, the following Schedule of Benefits represents a listing of those benefits:

| Benefit | Amount |
|--|---|
| Accidental Death & Dismemberment Insurance | \$10,000; City pays full premium |
| Chiropractic Coverage | Access to coverage through City plan; City pays full premium |
| Deferred Compensation | Participation in any of the plans offered by the City (No City match provided) |
| Dental Coverage | Access to coverage through City plan |
| Employee Assistance Program | Access to coverage through City plan; City pays full premium |
| Flexible Spending Account (Section 125) | Participation in City provided plan |
| Life Insurance | \$10,000; City pays full premium |
| Lodi City Employee's Association (LCEA) | Membership in LCEA is available at the Council members cost |
| Medical Insurance | Access to available plans through CalPERS—City contribution capped at the 2014 lowest cost HMO in the Lodi geographical area; City pays monthly maximum of \$657.33 for Employee only; \$1,314.66 for Employee + 1; \$1,709.06 for Employee + Family coverage |
| Medical Insurance Opt-Out | If City offered coverage is declined and proof of other group coverage is provided, Council member is eligible for payment of \$305.22 for Employee only, \$532.92 for Employee + 1; and \$692.81 for Employee + Family coverage |
| PERS Retirement | 2% at 55 for 'Classic' employees; 2% at 62 for 'New' employees; Council member pays the full employee share |
| Travel Insurance-Accidental Death | \$100,000; City pays full premium |
| Vision Coverage | Access to coverage through City plan |
| Worker's Compensation | Covered by California Worker's Compensation program; City pays full premium |

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the above-referenced benefit modifications for Council Members, and further rescinds Resolution No. 2000-211 and Resolution No. 2012-165.

Date: August 20, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the Lodi City Council in a regular meeting held August 20, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2

MEETING DATE: August 20, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

On July 21, 2014, representatives from the City and West Yost Associates (WYA) provided Western Water Constructors, Inc., and Overaa Construction draft contract documents for their review. WYA and City staff considered the contractor input, made revisions, and issued the final contract documents on August 1, 2014 as scheduled. Staff submitted documents for the building permit on August 4, 2014, and expects the permit review period not to interfere with the anticipated start of work.

The preliminary procurement and construction schedule reflecting project milestones is referenced below. Please note the minor schedule changes. It is not anticipated these minor changes will impact the contract completion dates at this time.

| | ORIGINAL DATES | REVISED DATES |
|--------------------------------------|----------------------------|-------------------|
| Project Definition Meeting | July 21, 2014 | |
| Issue Final Contract Documents | August 1, 2014 | |
| Receive GMP Proposals | August 15, 2014 | August 20, 2014 |
| Issue Notice to Proceed | August 29, 2014 | September 8, 2014 |
| Complete Digester No. 2 Improvements | April 30, 2015 | |
| Complete Digester No. 1 Improvements | December 7, 2015 | |

FISCAL IMPACT: Preliminary construction cost estimate to repair Digester No. 2 remains at approximately \$1,400,000 and to repair Digester No. 1 remains at approximately \$1,700,000 at this time.

FUNDING AVAILABLE: Wastewater Capital (171493) - An appropriation in the amount of \$3,100,000 was authorized by Council on July 16, 2014.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/pmf

cc: Associate Civil Engineer Nathan
Charlie Swimley, City Engineer / Deputy Public Works Director
Wastewater Plant Supervisor

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Report Regarding Communications Pertaining to Assembly Bill 2052 (Gonzalez) and Assembly Bill 2378 (Perea)

MEETING DATE: August 20, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communications pertaining to Assembly Bill 2052 (Gonzalez) and Assembly Bill 2378 (Perea)

BACKGROUND INFORMATION: The City received a request for communication from the League of California Cities regarding AB 2052 (Gonzalez) and AB 2378 (Perea). There was a need to send letters of opposition immediately in light of a pending hearing.

The two bills dealing with workers' compensation benefits are currently being held in suspense in the Senate Appropriations Committee and would amplify already generous workers' compensation benefits packages, resulting in significant increased costs for local governments.

AB 2052 (Gonzalez) would expand existing presumptions to nearly every category of peace officer in the state thereby making cities, and other employers such as counties, special districts, universities, the state, and more, vulnerable to significant cost increases on already taxed budgets.

AB 2378 (Perea) would give an additional year of temporary disability eligibility to public safety personnel; therefore providing up to three full years of temporary disability payments: one year at full salary (4850 time), and two years at two-thirds salary

The attached letters electronically signed by the Mayor were sent out on August 11, 2014. 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. Robison
City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager



FACSIMILE COVER SHEET

CITY CLERK'S OFFICE
221 WEST PINE STREET - P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
PHONE (209) 333-6702 FAX (209) 333-6807
cityclrk@lodi.gov or jrobison@lodi.gov

DATE: August 11, 2014

FROM: Jennifer M. Robison
City Clerk

TO: Honorable Kevin de León (916) 327-8817
Senator Cathleen Galgiani (916) 651-4905
Assembly Member Richard Pan (916) 319-2109

COMMENTS: Attached please find letters of opposition from City of Lodi Mayor Phil Katzakian regarding the following two pieces of legislation:

AB 2052 (Gonzalez)
AB 2378 (Perea)

Copies have also been sent via e-mail to our League of California Cities representatives:

Stephen Qualls squalls@cacities.org
Meg Desmond mdesmond@cacities.org

THIS TRANSMITTAL CONTAINS 3 PAGE(S), INCLUDING THIS COVER SHEET.

CITY COUNCIL

PHIL KATZAKIAN, Mayor
LARRY D. HANSEN,
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. ROBISON
City Clerk

JANICE D. MAGDICH
City Attorney

August 11, 2014

The Honorable Kevin de León
Chair, California State Senate Appropriations Committee
State Capitol Building, Room 2206
Sacramento, CA 95814
Via FAX: (916) 327-8817

RE: **AB 2052 (Gonzalez): Presumption of Industrial Causation: Expansion.**
Notice of Opposition

Dear Senator de León:

The City of Lodi is opposed to AB 2052 (Gonzalez), which would significantly expand the eligibility for special workers' compensation benefits.

Current law already provides workers' compensation for injuries sustained while in the "course and scope of employment." California provides even further benefits for specific injuries in certain categories of work, primarily for firefighters and peace officers. It is presumed that some injuries such as – cancer, heart conditions, pneumonia, and hernias – are considered work related injuries and qualify under broader workers' compensation benefits.

In a regular worker' compensation claim the burden of proof falls on the employee to prove they were injured at work. While in a presumptive claim it is on the employer to prove the employee did not obtain the specified injuries during the course of employment.

AB 2052 would have a negative fiscal impact on cities, counties, special districts, universities, and the state. Costs to employers are already on the rise and adding new legislation that extends beyond existing groups would only further the financial difficulties local governments are facing.

For these reasons, the City of Lodi opposes AB 2052 (Gonzalez).

Sincerely,

/s/ Phil Katzakian

Phil Katzakian
Mayor
City of Lodi

cc: Senator Cathleen Galgiani / Assembly Member Richard Pan
Stephen Qualls, League of California Cities
Meg Desmond, League of California Cities, mdesmond@cacities.org

CITY COUNCIL
PHIL KATZAKIAN, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

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

August 11, 2014

The Honorable Kevin de León
California State Senate Appropriations Committee
State Capitol Building, Room 2206
Sacramento, CA 95814
Via FAX: (916) 327-8817

RE: **AB 2378 (Perea) Workers' compensation: temporary disability payments.**
 (As introduced 2/21/2014)
 Notice of Opposition

Dear Senator de León:

The City of Lodi is respectfully opposed to your AB 2378 (Perea), which would increase local government costs by enhancing disability benefits provided to specified local firefighters and peace officers.

Several court cases have held that public safety employees who receive compensation for a temporary disability under "4850 time" come under the same maximum time cap as all other employees for receiving worker's compensation temporary disability payments: two years. In other words, under existing law all employees can receive up to two years of payments at two-thirds of their existing salary, but public safety personnel receive one full year of full salary (per Labor Code Section 4850) then the second year at two-thirds of salary.

The effect of this bill would be to overturn the relevant court cases and provide public safety personnel with up to three full years: one year of 4850 time, and two years at two-thirds salary. The bill would make these provisions applicable to all claims, regardless of the date of injury.

For these reasons, the City of Lodi opposes AB 2378 (Perea).

Sincerely,

/s/ Phil Katzakian

Phil Katzakian
Mayor
City of Lodi

cc: Senator Cathleen Galgiani / Assembly Member Richard Pan
 Stephen Qualls, League of California Cities
 Meg Desmond, League of California Cities, mdesmond@cacities.org

Jennifer Robison

From: Stephen R. Qualls [squalls@cacities.org]
Sent: Wednesday, August 06, 2014 05:44 PM
Subject: URGENT: LETTERS NEEDED
Attachments: AB 2378 Sen Approps Sample Ltr.rtf; Talking Points for AB 2052 & AB 2378.pdf; Background on AB 2052 & AB 2378.pdf; Action Alert AB 2052 & AB 2378.docx; AB 2052 Senate Approps Sample Letter.docx; Talking Points for AB 2052 & AB 2378.pdf; Background on AB 2052 & AB 2378.pdf; Action Alert AB 2052 & AB 2378.docx

Please see below for an Action Alert on AB 2052 and AB 2378. Both bills would dramatically increase workmen's compensation costs for your city.

The bills are being held on the suspense file, let's keep them there.

I have attached background information, talking points and sample letters for your city to easily complete and send to your legislator and the key committee members noted at the bottom of this alert.

Please let me know if you have any questions.

Thank you.

ACTION ALERT!!

AB 2052 (Gonzalez) Presumption of Industrial Causation: Expansion &

AB 2378 (Perea) Expanded Eligibility for Temporary Disability Payments

OPPOSE

Background on AB 2052 & AB 2378:

Two bills dealing with workers' compensation benefits are currently being held in suspense in the Senate Appropriations Committee. These bills would both amplify already generous workers' compensation benefits packages and would result in significant increased costs for local governments.

AB 2052 (Gonzalez) would expand existing presumptions to nearly every category of peace officer in the state thereby making cities, and other employers such as counties, special districts, universities, the state, and more, vulnerable to significant cost increases on already taxed budgets.

Current law already provides workers' compensation for injuries sustained while in the "course and scope of employment." California provides even further benefits for specific injuries in certain categories of work, primarily for firefighters and peace officers. It is presumed that some injuries - such as cancer, heart conditions, pneumonia and hernias - are considered work related injuries and qualify under broader workers' compensation benefits.

In a regular workers' compensation claim, the burden of proof falls on the employee to prove they were injured at work. However, in a presumptive claim it is the employer that must prove

the employee did not obtain the specified injuries during the course of employment. Presumptive claims are nearly impossible for an employer to disprove and the claims are almost always awarded in favor of the employee.

The system is not currently set up to handle the large capacity of claims that could result from the broad reach of AB 2052.

AB 2378 (Perea) would give an additional year of temporary disability eligibility to public safety personnel; therefore providing up to three full years of temporary disability payments: one year at full salary (4850 time), and two years at 2/3rds salary.

Under existing law, all employees can receive up to two years of payments at 2/3rds of their existing salary, but public safety personnel receive one full year of full salary (per Labor Code Section 4850), then the second at 2/3rds of salary.

AB 2378 would impose a significant expansion of benefits and cost increases for local public employers, causing further fiscal liabilities to already strained budgets.

ACTION:

These bills are currently on suspense in the Senate Appropriations Committee. We are asking cities to send letters of OPPOSITION so that the bills stay on suspense due to potentially detrimental costs to local governments. We need OPPOSITION letters from all cities, however, please take special consideration if you have a member on the Senate Appropriations Committee (phone and fax numbers included below). You can also access sample letters for AB 2052<<http://www.cacities.org/Policy-Advocacy/Action-Center/AB-2052-%28Gonzalez%29-Presumption-of-Industrial-Causa>> and AB 2378<<http://www.cacities.org/Policy-Advocacy/Action-Center/AB-2378-%28Perea%29-Workers-compensation-temporary-dis>> in the League's Action Center (contact info is preloaded in the Action Center). Bills in the suspense file will be heard by August 14, so please send letters ASAP.

Member

District

Party

Phone

Fax

de León, Kevin<<http://sd22.senate.ca.gov/>> (Chair)

22

D

916 651 4022

916 651 4922

Gaines, Ted<<http://cssrc.us/web/1/>>

1

R

916 651 4001

916 651 4901

Hill, Jerry<<http://sd13.senate.ca.gov/>>

13

D

916 651 4013

916 651 4913

Lara, Ricardo<<http://sd33.senate.ca.gov/>>

33

D

916 651 4033

916 651 4933

Padilla, Alex<<http://sd20.senate.ca.gov/>>

20

D

916 651 4020

916 651 4920

Steinberg, Darrell<<http://sd06.senate.ca.gov/>>

6

D

916 651 4006

916 651 4906

Walters, Mimi<<http://cssrc.us/web/37/>> (Vice-Chair)

37

R

916 651 4037

916 651 4937

Talking Points for AB 2052 (Gonzalez):

- AB 2052 dramatically expands eligibility to nearly every category of peace officer in the state thereby making cities, and other employers such as counties, special districts, universities, the state, and more, vulnerable to significant cost increases on already taxed budgets.
- There is no objective analysis that demonstrates a need for this bill.
- The broad reach of AB 2052 is now what the current system was intended to cover and is certainly not funded to adequately handle such a large capacity of claims.

Talking Points for AB 2378 (Perea):

- AB 2378 would impose a significant expansion of benefits and cost increases for local public employers, causing further fiscal liabilities to already constrained budgets.
- There is no doubt that public safety personnel perform a very important role in local communities. That vital role is recognized in many ways including wages, pension formulas and other benefits that typically exceed those provided to other hard working public servants. While we have the upmost respect for those who help keep our cities safe, we also have a responsibility to preserve the long-term financial health of the city.

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

209-614-0118
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AMENDED IN ASSEMBLY APRIL 8, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 2052

Introduced by Assembly Member Gonzalez

February 20, 2014

An act to amend Sections 3212, 3212.1, 3212.5, 3212.6, 3212.85, and 3212.9 of the Labor Code, relating to workers' compensation.

LEGISLATIVE COUNSEL'S DIGEST

AB 2052, as amended, Gonzalez. Workers' compensation.

Existing law establishes a workers' compensation system to compensate an employee for injuries ~~sustained~~ arising out of, and in the course of, his or her employment. Existing law designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to a biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of his or her employer, as specified.

This bill would expand the coverage of the above provisions relating to compensable injury, to include all peace officers described under specified provisions of law. To the extent that the bill would apply the provisions to additional local peace officers, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

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

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

1 SECTION 1. Section 3212 of the Labor Code is amended to
2 read:
3 3212. In the case of members of a sheriff's office or the
4 California Highway Patrol, district attorney's staff of inspectors
5 and investigators or of police or fire departments of cities, counties,
6 cities and counties, districts or other public or municipal
7 corporations or political subdivisions, or ~~individuals~~ *peace officers*
8 described in Chapter 4.5 (commencing with Section 830) of Title
9 3 of Part 2 of the Penal Code, whether those ~~members or~~
10 ~~individuals~~ *persons* are volunteer, partly paid, or fully paid, and
11 in the case of active firefighting members of the Department of
12 Forestry and Fire Protection whose duties require firefighting or
13 of any county forestry or firefighting department or unit, whether
14 voluntary, fully paid, or partly paid, and in the case of members
15 of the warden service of the Wildlife Protection Branch of the
16 Department of Fish and Game whose principal duties consist of
17 active law enforcement service, ~~excepting those~~ *except those*
18 *persons* whose principal duties are clerical or otherwise do not
19 clearly fall within the scope of active law enforcement service
20 such as stenographers, telephone operators, and other
21 officeworkers, the term "injury" as used in this act includes hernia
22 when any part of the hernia develops or manifests itself during a
23 period while the ~~member or individual~~ *person* is in the service in
24 the office, staff, division, department, or unit, and in the case of
25 members of fire departments, except those *persons* whose principal
26 duties are clerical, such as stenographers, telephone operators, and
27 other officeworkers, and in the case of county forestry or
28 firefighting departments, except those *persons* whose principal
29 duties are clerical, such as stenographers, telephone operators, and
30 other officeworkers, and in the case of active firefighting members
31 of the Department of Forestry and Fire Protection whose duties

1 require firefighting, and in the case of members of the warden
2 service of the Wildlife Protection Branch of the Department of
3 Fish and Game whose principal duties consist of active law
4 enforcement service, excepting those whose principal duties are
5 clerical or otherwise do not clearly fall within the scope of active
6 law enforcement service such as stenographers, telephone
7 operators, and other officeworkers, the term "injury" includes
8 pneumonia and heart trouble that develops or manifests itself
9 during a period while the member is in the service of the office,
10 staff, department, or unit. In the case of regular salaried individuals
11 *peace officers* described in Chapter 4.5 (commencing with Section
12 830) of Title 3 of Part 2 of the Penal Code, the term "injury" also
13 includes any hernia that manifests itself or develops during a period
14 while the officer is in the service. The compensation that is awarded
15 for the hernia, heart trouble, or pneumonia shall include full
16 hospital, surgical, medical treatment, disability indemnity, and
17 death benefits, as provided by the workers' compensation laws of
18 this state.

19 The hernia, heart trouble, or pneumonia so developing or
20 manifesting itself in those cases shall be presumed to arise out of
21 and in the course of the employment. This presumption is
22 disputable and may be controverted by other evidence, but unless
23 so controverted, the appeals board is bound to find in accordance
24 with it. The presumption shall be extended to a member following
25 termination of service for a period of three calendar months for
26 each full year of the requisite service, but not to exceed 60 months
27 in any circumstance, commencing with the last date actually
28 worked in the specified capacity.

29 The hernia, heart trouble, or pneumonia so developing or
30 manifesting itself in those cases shall in no case be attributed to
31 any disease existing prior to that development or manifestation.

32 SEC. 2. Section 3212.1 of the Labor Code is amended to read:

33 3212.1. (a) This section applies to all of the following:

34 (1) Active firefighting members, whether volunteers, partly
35 paid, or fully paid, of all of the following fire departments:

36 (A) A fire department of a city, county, city and county, district,
37 or other public or municipal corporation or political subdivision.

38 (B) A fire department of the University of California and the
39 California State University.

40 (C) The Department of Forestry and Fire Protection.

1 (D) A county forestry or firefighting department or unit.

2 (2) Active firefighting members of a fire department that serves
3 a United States Department of Defense installation and who are
4 certified by the Department of Defense as meeting its standards
5 for firefighters.

6 (3) Active firefighting members of a fire department that serves
7 a National Aeronautics and Space Administration installation and
8 who adhere to training standards established in accordance with
9 Article 4 (commencing with Section 13155) of Chapter 1 of Part
10 2 of Division 12 of the Health and Safety Code.

11 (4) ~~Individuals~~—*Peace officers* described in Chapter 4.5
12 (commencing with Section 830) of Title 3 of Part 2 of the Penal
13 Code.

14 (5) (A) Fire and rescue services coordinators who work for the
15 Office of Emergency Services.

16 (B) For purposes of this paragraph, “fire and rescue services
17 coordinators” means coordinators with any of the following job
18 classifications: coordinator, senior coordinator, or chief
19 coordinator.

20 (b) The term “injury,” as used in this division, includes cancer,
21 including leukemia, that develops or manifests itself during a period
22 in which ~~any member or individual~~ *a person* described in
23 subdivision (a) is in the service of the department or unit, if the
24 ~~member or individual~~ *person* demonstrates that he or she was
25 exposed, while in the service of the department or unit, to a known
26 carcinogen as defined by the International Agency for Research
27 on Cancer, or as defined by the director.

28 (c) The compensation that is awarded for cancer shall include
29 full hospital, surgical, medical treatment, disability indemnity, and
30 death benefits, as provided by this division.

31 (d) The cancer so developing or manifesting itself in these cases
32 shall be presumed to arise out of and in the course of the
33 employment. This presumption is disputable and may be
34 controverted by evidence that the primary site of the cancer has
35 been established and that the carcinogen to which the ~~member or~~
36 ~~individual~~ *person* has demonstrated exposure is not reasonably
37 linked to the disabling cancer. Unless so controverted, the appeals
38 board is bound to find in accordance with the presumption. This
39 presumption shall be extended to a ~~member or individual~~ *person*
40 following termination of service for a period of three calendar

1 months for each full year of the requisite service, but not to exceed
2 120 months in any circumstance, commencing with the last date
3 actually worked in the specified capacity.

4 (e) The amendments to this section enacted during the 1999
5 portion of the 1999–2000 Regular Session shall be applied to
6 claims for benefits filed or pending on or after January 1, 1997,
7 including, but not limited to, claims for benefits filed on or after
8 that date that have previously been denied, or that are being
9 appealed following denial.

10 (f) This section shall be known, and may be cited, as the William
11 Dallas Jones Cancer Presumption Act of 2010.

12 SEC. 3. Section 3212.5 of the Labor Code is amended to read:

13 3212.5. In the case of ~~an individual~~ *a peace officer* described
14 in Chapter 4.5 (commencing with Section 830) of Title 3 of Part
15 2 of the Penal Code, when the ~~member or individual~~ *person* is
16 employed upon a regular, full-time salary, the term “injury” as
17 used in this division includes heart trouble and pneumonia which
18 develops or manifests itself during a period while the ~~member or~~
19 ~~individual~~ *person* is in the service the compensation that is awarded
20 for heart trouble or pneumonia as described in this section shall
21 include full hospital, surgical, medical treatment, disability
22 indemnity, and death benefits as provided by the provisions of this
23 division.

24 (a) The heart trouble or pneumonia so developing or manifesting
25 itself shall be presumed to arise out of and in the course of the
26 employment; provided, however, that ~~the member or individual~~
27 ~~the person~~ shall have served five years or more in that capacity
28 before the presumption shall arise as to the compensability of heart
29 trouble so developing or manifesting itself. This presumption is
30 disputable and may be controverted by other evidence, but unless
31 so controverted, the appeals board is bound to find in accordance
32 with it. This presumption shall be extended to a ~~member or~~
33 ~~individual~~ *person* following termination of service for a period of
34 three calendar months for each full year of the requisite service,
35 but not to exceed 60 months in any circumstance, commencing
36 with the last date actually worked in the specified capacity.

37 (b) The heart trouble or pneumonia so developing or manifesting
38 itself in these cases shall in no case be attributed to any disease
39 existing prior to its development or manifestation.

40 SEC. 4. Section 3212.6 of the Labor Code is amended to read:

1 3212.6. (a) (1) In the case of ~~an individual~~ *a peace officer*
2 described in Chapter 4.5 (commencing with Section 830) of Title
3 3 of Part 2 of the Penal Code, or a prison or jail guard or
4 correctional officer who is employed by a public agency, when
5 that person is employed upon a regular, full-time salary, or in the
6 case of ~~members of a member of a fire departments~~ *department*
7 of any city, county, or district, or other public or municipal
8 corporations or political subdivisions, when ~~those members or~~
9 ~~individuals are~~ *that person is* employed on a regular fully paid
10 basis, and in the case of *an active firefighting members member*
11 of the Department of Forestry and Fire Protection whose duties
12 require firefighting and first aid response services, or of any county
13 forestry or firefighting department or unit, ~~where those members~~
14 ~~are if~~ *that person is* employed on a regular fully paid basis,
15 ~~excepting those except persons~~ whose principal duties are clerical
16 or otherwise do not clearly fall within the scope of active law
17 enforcement, firefighting, or emergency first aid response service
18 such as stenographers, telephone operators, and other
19 officeworkers, the term "injury" includes tuberculosis that develops
20 or manifests itself during a period while that member is in the
21 service of that department or office. The compensation that is
22 awarded for the tuberculosis shall include full hospital, surgical,
23 medical treatment, disability indemnity, and death benefits as
24 provided by the provisions of this division.

25 The

26 (2) ~~The~~ tuberculosis ~~so~~ developing or manifesting itself as
27 *described in paragraph (1)* shall be presumed to arise out of and
28 in the course of the employment. This presumption is disputable
29 and may be controverted by other evidence, but unless so
30 controverted, the appeals board is bound to find in accordance
31 with it. This presumption shall be extended to ~~a member or~~
32 ~~individual~~ *person described in paragraph (1)* following termination
33 of service for a period of three calendar months for each full year
34 of the requisite service, but not to exceed 60 months in any
35 circumstance, commencing with the last date actually worked in
36 the specified capacity.

37 A

38 (b) A public entity may require applicants for employment in
39 firefighting positions who would be entitled to the benefits granted
40 by this section to be tested for infection for tuberculosis.

1 SEC. 5. Section 3212.85 of the Labor Code is amended to read:
2 3212.85. (a) This section applies to ~~individuals~~ *a peace officer*
3 described in Chapter 4.5 (commencing with Section 830) of Title
4 3 of Part 2 of the Penal Code, and ~~members~~ *a member* of a fire
5 department.

6 (b) The term "injury," as used in this division, includes illness
7 or resulting death due to exposure to a biochemical substance that
8 develops or occurs during a period in which ~~any member or~~
9 ~~individual~~ *a person* described in subdivision (a) is in the service
10 of the department or unit.

11 (c) The compensation that is awarded for injury pursuant to this
12 section shall include full hospital, surgical, medical treatment,
13 disability indemnity, and death benefits, as provided by this
14 division.

15 (d) The injury that develops or manifests itself in these cases
16 shall be presumed to arise out of, and in the course of, the
17 employment. This presumption is disputable and may be
18 controverted by other evidence. Unless controverted, the appeals
19 board is bound to find in accordance with the presumption. This
20 presumption shall be extended to ~~a member or individual~~ *person*
21 *described in subdivision (a)* following termination of service for
22 a period of three calendar months for each full year of the requisite
23 service, but not to exceed 60 months in any circumstance,
24 commencing with the last date actually worked in the specified
25 capacity.

26 (e) For purposes of this section, the following definitions apply:

27 (1) "Biochemical substance" means any biological or chemical
28 agent that may be used as a weapon of mass destruction, including,
29 but not limited to, any chemical warfare agent, weaponized
30 biological agent, or nuclear or radiological agent, as these terms
31 are defined in Section 11417 of the Penal Code.

32 (2) ~~Members~~ "*Member* of a fire department" includes, but is
33 not limited to, an apprentice, volunteer, partly paid, or fully paid
34 member of any of the following:

35 (A) A fire department of a city, county, city and county, district,
36 or other public or municipal corporation or political subdivision.

37 (B) A fire department of the University of California and the
38 California State University.

39 (C) The Department of Forestry and Fire Protection.

40 (D) A county forestry or firefighting department or unit.

1 SEC. 6. Section 3212.9 of the Labor Code is amended to read:
2 3212.9. In the case of ~~an individual~~ *a peace officer* described
3 in Chapter 4.5 (commencing with Section 830) of Title 3 of Part
4 2 of the Penal Code, when that person is employed on a regular,
5 full-time salary, or in the case of a member of a fire department
6 of any city, county, or district, or other public or municipal
7 corporation or political subdivision, or any county forestry or
8 firefighting department or unit, ~~when those members are~~ *the person*
9 *is* employed on a regular full-time salary, ~~excepting those~~ *except*
10 *persons* whose principal duties are clerical or otherwise do not
11 clearly fall within the scope of active law enforcement or
12 firefighting, such as stenographers, telephone operators, and other
13 officeworkers, the term “injury” includes meningitis that develops
14 or manifests itself during a period while that person is in the service
15 of that department, office, or unit. The compensation that is
16 awarded for the meningitis shall include full hospital, surgical,
17 medical treatment, disability indemnity, and death benefits as
18 provided by the provisions of this division.

19 The meningitis so developing or manifesting itself shall be
20 presumed to arise out of and in the course of the employment. This
21 presumption is disputable and may be controverted by other
22 evidence, but unless so controverted, the appeals board is bound
23 to find in accordance with it. This presumption shall be extended
24 to a person following termination of service for a period of three
25 calendar months for each full year of the requisite service, but not
26 to exceed 60 months in any circumstance, commencing with the
27 last date actually worked in the specified capacity.

28 SEC. 7. If the Commission on State Mandates determines that
29 this act contains costs mandated by the state, reimbursement to
30 local agencies and school districts for those costs shall be made
31 pursuant to Part 7 (commencing with Section 17500) of Division
32 4 of Title 2 of the Government Code.

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AMENDED IN ASSEMBLY MAY 23, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 2378

**Introduced by Assembly Member Perea
(Coauthors: Assembly Members Ian Calderon, Dababneh, Frazier,
Gonzalez, V. Manuel Pérez, and Wieckowski)**

February 21, 2014

An act to amend Section 4656 of the Labor Code, relating to workers' compensation.

LEGISLATIVE COUNSEL'S DIGEST

AB 2378, as amended, Perea. Workers' compensation: temporary disability payments.

Existing law establishes a workers' compensation system, administered by the Administrative Director of the Division of Workers' Compensation, to compensate an employee for injuries arising out of and in the course of his or her employment. Existing law requires that aggregate disability payments for a single injury occurring on or after certain dates be limited, as provided.

Existing law provides that whenever any member of the Department of Justice falling within the state peace officer/firefighter class is disabled by injury arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the Department of Justice to a leave of absence while so disabled without loss of salary, in lieu of disability payments under this chapter, for a period not exceeding one year. Existing law also provides that certain peace officers, firefighters, and other specified state and local public employees are entitled to a leave of absence without loss of salary

while disabled by injury or illness arising out of and in the course of employment.

This bill would provide that the above-specified leaves of absence without loss of salary are payable in addition to the maximum aggregate disability payments for a single injury that is applicable to all workers. The bill would make these provisions applicable to all claims, regardless of the date of injury. The bill would also make related findings and declarations.

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

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

1 SECTION 1. The Legislature finds and declares all of the
2 following:
3 (a) Under current law, the courts are compelled to liberally
4 construe the workers' compensation statutes with the purpose of
5 extending related benefits for the protection of workers injured in
6 the course of their employment, so long as the intent of the
7 Legislature, as expressed in a particular statute, is not supplanted.
8 (b) With the enactment of Assembly Bill 338 of the 2007–08
9 Regular Session (AB 338), the Legislature expressly intended to
10 ameliorate what was then the unintended consequence of unfairly
11 penalizing an injured employee who returned to work that resulted
12 from the two-year limit that was placed on aggregate disability
13 payments for certain single injuries causing temporary disability.
14 (c) As introduced, the clearly stated purpose of AB 338 was to
15 alleviate the penalty to injured workers pursuant to Section 4656
16 of the Labor Code by increasing the maximum number of weeks
17 of temporary disability payments for which an injured worker may
18 be eligible, while also extending the time period of eligibility.
19 (d) In enacting AB 338, the Legislature adopted a consensus
20 solution that more closely upholds the purpose of the workers'
21 compensation system, which, by design, encourages and supports
22 injured workers in their efforts to return to work.
23 (e) Article 6 (commencing with Section 4800) and Article 7
24 (commencing with Section 4850) of Chapter 2 of Part 2 of Division
25 4 of the Labor Code, both of which govern industrially injured
26 firefighters and other local public safety officers, provide for a
27 leave of absence for up to one year without a loss of salary in lieu

1 of temporary disability payments or maintenance allowance
2 payments while the public safety officer or firefighter is recovering
3 from a disability arising out of and in the course of his or her duties.

4 (f) The Legislature, in enacting AB 338, did not intend to limit
5 or reduce the amount of payments made to a public safety officer
6 or firefighter during his or her period of temporary disability.

7 (g) In January 2013, California’s Court of Appeal, First District,
8 Division 4, issued a ruling in *County of Alameda v. Workers’*
9 *Compensation Appeals Board (Knittel)* (2013) 213 Cal.App.4th
10 278, which linked the limitations on temporary disability indemnity
11 payments established by Section 4656 of the Labor Code and the
12 payments provided under Article 6 (commencing with Section
13 4800) and Article 7 (commencing with Section 4850) of Chapter
14 2 of Part 2 of Division 4 of the Labor Code.

15 (h) Knittel starkly contradicts a longstanding, prevailing
16 authority on this issue, including several Workers’ Compensation
17 Appeals Board decisions, that determined that the leave of absence
18 afforded under Article 6 (commencing with Section 4800) and
19 Article 7 (commencing with Section 4850) of Chapter 2 of Part 2
20 of Division 4 of the Labor Code is not a temporary disability
21 indemnity benefit, and, therefore does not count against an
22 industrially injured public safety officer’s allowable number of
23 compensable weeks of temporary disability indemnity payments.

24 (i) In rendering Knittel, the court attributed this new
25 interpretation aggregating both the temporary disability indemnity
26 payments and the salary in lieu payments to public safety officers
27 (Article 6 (commencing with Section 4800) and Article 7
28 (commencing with Section 4850) of Chapter 2 of Part 2 of Division
29 4 of the Labor Code) to the subtleties of the language changes
30 found in AB 338.

31 (j) This interpretation has also disenfranchised and potentially
32 created a disability bias against the small number of public safety
33 officers and firefighters who suffer severe industrial injuries as a
34 matter of course and rely upon the in lieu of salary payments in
35 addition to the temporary disability indemnity afforded to all
36 workers under the California system.

37 (k) It is imperative that the Legislature abrogate the holding in
38 Knittel and restore the Legislature’s intent to limit aggregate
39 temporary disability indemnity payments under Section 4656 of
40 the Labor Code for a single injury causing temporary disability

1 without disturbing the in-lieu payments afforded under Article 6
2 (commencing with Section 4800) and Article 7 (commencing with
3 Section 4850) of Chapter 2 of Part 2 of Division 4 of the Labor
4 Code.

5 SEC. 2. Section 4656 of the Labor Code is amended to read:

6 4656. (a) Aggregate disability payments for a single injury
7 occurring prior to January 1, 1979, causing temporary disability
8 shall not extend for more than 240 compensable weeks within a
9 period of five years from the date of the injury.

10 (b) Aggregate disability payments for a single injury occurring
11 on or after January 1, 1979, and prior to April 19, 2004, causing
12 temporary partial disability shall not extend for more than 240
13 compensable weeks within a period of five years from the date of
14 the injury.

15 (c) (1) Aggregate disability payments for a single injury
16 occurring on or after April 19, 2004, causing temporary disability
17 shall not extend for more than 104 compensable weeks within a
18 period of two years from the date of commencement of temporary
19 disability payment.

20 (2) Aggregate disability payments for a single injury occurring
21 on or after January 1, 2008, causing temporary disability shall not
22 extend for more than 104 compensable weeks within a period of
23 five years from the date of injury.

24 (3) Notwithstanding paragraphs (1) and (2), for an employee
25 who suffers from the following injuries or conditions, aggregate
26 disability payments for a single injury occurring on or after April
27 19, 2004, causing temporary disability shall not extend for more
28 than 240 compensable weeks within a period of five years from
29 the date of the injury:

30 (A) Acute and chronic hepatitis B.

31 (B) Acute and chronic hepatitis C.

32 (C) Amputations.

33 (D) Severe burns.

34 (E) Human immunodeficiency virus (HIV).

35 (F) High-velocity eye injuries.

36 (G) Chemical burns to the eyes.

37 (H) Pulmonary fibrosis.

38 (I) Chronic lung disease.

39 (d) (1) The employee benefits specified in Article 6
40 (commencing with Section 4800) and Article 7 (commencing with

1 Section 4850), are payable in addition to the maximum aggregate
2 disability payments established in this section. This subdivision
3 applies to all claims, regardless of *the* date of injury.

4 (2) In enacting this subdivision, it is the intent of the Legislature
5 to abrogate the holding in *County of Alameda v. Workers'*
6 *Compensation Appeals Board (Knittel)* (2013) 213 Cal.App.4th
7 278.

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**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2014 Calendar Year per Government Code §87306.5.

MEETING DATE: August 20, 2014

PREPARED BY: City Attorney

RE COMMENDATION: Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2014 Calendar Year per Government Code §87306.5.

BACKGROUND: The City Council must, as the Code reviewing body under the 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 2012. 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 15, 2014.

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 2012/2013 and 2013/2014 budgets. For Council's convenience, the changes 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

2014 Local Agency Biennial Notice

Name of Agency: City of Lodi
Mailing Address: 221 West Pine Street, Lodi, CA 95240
Contact Person: Janice D. Magdich, City Attorney Phone No: (209) 333-6701
E-Mail: attorney@lodi.gov

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

An amendment is required. The following amendments are necessary:

(Mark all that apply.)

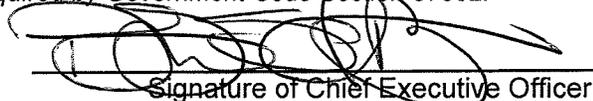
- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other (describe) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is more than five years old, amendments may be necessary.)

Verification

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

August 6, 2014

Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)

**Lodi City Council
City of Lodi
221 W. Pine Street
Lodi, CA 95240**

PLEASE DO NOT RETURN THIS FORM TO THE FPPC

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL REPEALING
RESOLUTION NO. 2012-160 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. 2012-160 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 October 15, 2014.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. PERRIN
City Clerk

2014-_____

APPENDIX A

DESIGNATED OFFICIALS AND EMPLOYEES

The following is a listing of those persons who are required to submit Statements of Economic Interests 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 Management Analyst/Communications Specialist Business Development Manager Management Analyst/Risk Manager Senior Programmer/Analyst | * 1 4 <u>1</u> 1 3, 4, 6 |
| City Attorney | City Attorney Deputy City Attorney | * 1 |
| City Clerk | City Clerk Assistant City Clerk <u>Deputy City Clerk</u> | 1 1 |
| Community Development | Community Development Director Junior\Assistant\Associate Planner Building Official Building Inspector III Neighborhood Services Manager Junior/Assistant Plans Examiner /Engineer | 1 1 1 2,3, 6,7 1 1 |
| Electric Utility | Electric Utility Director Electric Operations <u>Utility</u> Superintendent Electric Engineering & Operations Manager Customer Service & Program Manager Distribution Planner Senior Power Engineer Electrical Engineer Rates and Resources Manager Electric Utility Rate Analyst Construction/Maintenance Supervisor Electric Materials Technician | 1 1 1 5 3,5,7 13, 5, 7 <u>3, 5, 7</u> 5 5 5 <u>5, 6</u> <u>5</u> |
| Fire | Fire Chief Fire Division Chief \ Operations Fire Battalion Chief \ Training Fire Battalion Chief Management Analyst | 1 1 5 5 <u>2, 3, 4</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 Purchasing Technician | 2,3,4,8 2,3,4,8 4 |
| Internal Services/Information Systems | Information Systems Manager Network Administrator Senior Programmer/Analyst | 1 5 3,4,6 |
| Library | Library Services Director Library Services Manager | 1 5 |
| Parks, Recreation and Cultural Services | Parks, Recreation and Cultural Services Director Park Superintendent Park Project Coordinator Recreation Superintendent Recreation Manager Community Center Manager Stage Technician Building Services/Event Coordinator <u>Supervisor</u> | 1 1 2,3,5 2,3,5,7 2,3,5,7 2,3,5,7 5 <u>5, 7</u> |
| Police | Police Chief Police Captain Management Analyst Community Improvement Officer I/II Animal Services Supervisor | 1 1 2,3,4 2,3,5,7 5 |
| Public Works | Public Works Director Management Analyst Transportation Manager Junior\Assistant\Associate Planner (Transportation) City Engineer/Deputy Public Works Dir. Construction Project Manager Senior Civil Engineer Fleet Services Supervisor Facilities Supervisor Deputy Public Works Director – Utilities Streets and Drainage Superintendent Water\Wastewater Superintendent Wastewater Plant Superintendent Senior Storekeeper | 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 1 2,3,5,7 2,3,5,7 2,3,5,7 2,3,5,7 |

| | | |
|---|--|---|
| 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 | * 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 |
| Consultants Community Development Electric Utility Internal Services/Human Resources Police Public Works | CDBG Program Administration(Contract Consultant – PMC) Interwest Consulting Group (Contract Plan Check Services) Bureau Veritas (Contract Plan Check Services) AECOM Raney Planning and Management, Inc. Matt Foskett Consulting LLC Flynn Resource Consulting, Inc. Robertson-Bryan, Inc. York Insurance Service Group DB Claims Services Group, Inc. People Assisting the Lodi Shelter (PALS) West Yost & Associates Langan Treadwell & Rollo Harris & Associates RMC Water and Environment WGR Southwest Stantec Mark Thomas and Company | 3,4,6 3,4,6 3,4,6 3,4,6 3,4,6 4 1 1 3,4,6,8 3,4,6,8 2,5 13, 4, 6 13, 4, 6 3,4,7 3, 4, 6 3, 4, 6 3, 4, 6 3, 4, 6 |

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

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.

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.

Comments by the public on non-agenda items

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

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Greater Lodi Area Youth Commission (Student Appointees) and Lodi Improvement Committee and Post for Vacancy on the Greater Lodi Area Youth Commission (Adult Advisor)

MEETING DATE: August 20, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor’s recommended appointments to the Greater Lodi Area Youth Commission (Student Appointees) and Lodi Improvement Committee and further direct the City Clerk to post for vacancy on the Greater Lodi Area Youth Commission (Adult Advisor).

BACKGROUND INFORMATION: On several occasions, the City Council directed the City Clerk to post for vacancies on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments. Additionally, an Adult Advisor on the Greater Lodi Area Youth Commission submitted his resignation. Therefore, it is requested that Council direct the City Clerk to post for the following vacancy.

APPOINTMENTS:

Greater Lodi Area Youth Commission

Student Appointee:

Evan Gardella Term to expire May 31, 2016

NOTE: Two applicants (two new applications); posting ordered 4/2/14 & 6/18/14; application deadline 7/21/14

Lodi Improvement Committee

Terry Piazza Term to expire March 1, 2017
Maria Rosado Term to expire March 1, 2015

NOTE: Four applicants (four new applications); posting ordered 2/5/14, 4/2/14; & 5/21/14; application deadline 6/23/14

POSTING:

Greater Lodi Area Youth Commission

Adult Advisor:

John Chapman Term to expire May 31, 2015

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

JMR

Jennifer M. Robison
City Clerk

APPROVED: _____
Steve Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Chapter 2.12 - City Manager, by Repealing and Re-enacting Section 2.12.040 "Bond" in its entirety.

MEETING DATE: August 20, 2014

PREPARED BY: Risk Manager

RECOMMENDED ACTION: Introduce Ordinance Amending Lodi Municipal Code Chapter 2.12 - City Manager, by Repealing and Re-enacting Section 2.12.040 "Bond" in its entirety.

BACKGROUND INFORMATION: At the present time Lodi Municipal Code Section 2.12.040 states, "The city manager shall furnish a surety company bond to be approved by the council in such sum as may be determined by the city council." This section of the Municipal Code was adopted March 24, 1948. Since that time, language in the insurance industry has changed.

Staff recommends replacing the term "surety company bond" with, "fidelity bond" to more accurately reflect insurance industry terminology.

FISCAL IMPACT: This revision to the Municipal Code has no effect on the price of the premium the City must pay for any bond or insurance policy purchased in lieu of a bond.

FUNDING AVAILABLE: None Required.

Kirk J. Evans
Risk Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 2.12
"CITY MANAGER" BY REPEALING AND REENACTING
SECTION 2.12.040 "BOND" IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Section 2.12.040 "Bond" is hereby repealed and reenacted and shall read as follows:

The City Manager shall furnish a ~~surety company~~ fideliy bond to be approved by the City Council in such sum as may be determined by the City Council from time to time by Resolution.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect September 19, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this ____ day of _____, 2014

PHIL KATZAKIAN
Mayor

Attest:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held August 20, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON
City Clerk

Approved as to Form:
Lodi City Attorney's Office

By: _____
JANICE D. MAGDICH
City Attorney



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Consider Disbanding the Lodi Animal Advisory Commission
MEETING DATE: August 20, 2014
PREPARED BY: Chief of Police

RECOMMENDED ACTION: Consider disbanding the Lodi Animal Advisory Commission.

BACKGROUND INFORMATION: Resolution 2007-161 authorized guidelines, powers, and duties of the Lodi Animal Advisory Commission.

At its meeting of June 17, 2014, the Lodi City Council directed staff to place an item on a future agenda to permit the Council to consider disbanding the Lodi Animal Commission. Staff outlined some of the Commission's difficulties in attracting members. The Commission discussed the potential disbanding at its June meeting and provided a response, which is attached.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Mark Helms
Chief of Police

MH/CJ
Prepared by: pjo
cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

LODI ANIMAL ADVISORY COMMISSION
LODI, CALIFORNIA

August 2.th, 2014

City Council
City of Lodi, California
P.O. Box 3003
Lodi, CA 95241

Re: City Council's Proposed Disbandment of
The Lodi Animal Advisory Commission (LAAC)

Dear Mayor and City Council:

It would appear both common sense and a mutual respect for representative government would demand if a city council plans to act to abolish a commission it established to advise them, that city council would, at a minimum, demand it inform the commission of its intent prior to placing that action on the next scheduled meeting of that city council.

The Lodi Animal Advisory Commission ("LAAC" or "Commission") members are at a loss to understand the rationale for this proposal. There has been conjecture the City Council wishes to deal only with PALS/LSP for advice and suggestions for animal welfare in the city. Surely the City Council is aware of the inherent conflict of interest any such agreements would pose since the city has entered into contracts with these organizations to provide care, adoption services, licensing, clerical support, and myriad of other services and functions affecting animal welfare in Lodi. How could these organizations provide independent oversight over contracts for these services when they are parties to the agreements?

It is our understanding from our governing Resolution we are responsible to act in an advisory capacity to the City Council in all matters pertaining to animals (e.g. animal shelter, city ordinances, animal control, etc.), to make recommendations on possible funding sources, among other responsibilities.

The Council may have confused the contractual agreement with PALS/LSP and the advisory relationship between Council and Commission.

While we congratulate the city for forming what seems to be mutually beneficial and successful contractual agreements with PALS/LSP, PALS/LSP cannot, due to a conflict of interest, advise City Council on the portion of animal services which they

are involved. There are clear and distinct differences between the responsibilities the Commission and PALS/LSP have. In fact, the Commission believes, in part, it is our responsibility to advise City Council on the successfulness of contractual agreements of PALS/LSP.

We believe there needs to be improved communication between the Commission and the City Council (i.e. receiving prompt feedback on annual reports, as well as any questions, concerns, and direction the City Council would like the Commission to provide advice on).

We urge City Council to abandon the notion the Commission has “out-lived” its purpose, and the City Council votes “noe” on the proposed disbandment of the commission.

We look forward to continuing our voluntary service to the City of Lodi and its City Council to provide for the highest quality of care for the animals within our city. We would be more than happy to meet with the City Council to address any concerns you may have. We look forward to hearing back from you shortly.

Respectfully submitted,

Hayim “Hy” Cohen, Chair
Phillip Laughlin, Vice-Chair
Linda Castelanelli, Secretary
Richard Vasquez, Commissioner

LAAC APPROVED BY VOTE: 4 YAES / 0 NOES on 7/28/2014



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1896 Entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.52, ‘Tentative Map Filing And Processing,’ by Repealing and Reenacting Section 17.52.120 (B)(1), ‘Application Content,’ Relating to Vesting Tentative Maps”

MEETING DATE: August 20, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1896.

BACKGROUND INFORMATION: Ordinance No. 1896 entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.52, ‘Tentative Map Filing And Processing,’ by Repealing and Reenacting Section 17.52.120 (B)(1), ‘Application Content,’ Relating to Vesting Tentative Maps,” was introduced at the regular City Council meeting of August 6, 2014.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Jennifer M. Robison
City Clerk

JMR
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. 1896

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 17.52, "TENTATIVE MAP
FILING AND PROCESSING," BY REPEALING AND
REENACTING SECTION 17.52.120 (B)(1), "APPLICATION
CONTENT," RELATING TO VESTING TENTATIVE MAPS

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 17.52.120 (B)(1), "Application Content," is hereby repealed and reenacted and shall read as follows:

B.

1. Application Content. In addition to the information required by Section 17.52.020 (Tentative Map Preparation, Application, Contents), a vesting tentative map shall include:
 - a. A grading plan in conformance with the City grading ordinance and design standards. The grading plan shall contain precise grading of the entire subdivision and shall include all existing and proposed topography. The proposed topography shall include, but not be limited to, the elevations on all building pads, street grades and elevations at all lot corners;
 - b. Complete sanitary sewer plans accompanied by a sewer area study;
 - c. Complete water plans;
 - d. Complete storm drain plans;
 - e. Complete street plans;
 - f. Complete landscape plans;
 - g. Any geological studies, if required;
 - h. A complete drainage study. The study shall include, but not be limited to, a ten (10) year drainage study along with the one hundred (100) year drainage study. The one hundred (100) year study shall show the hydraulic grade line (HGL) at critical locations for each subdivision unit;
 - i. A complete site plan showing the buildings and exterior features of each lot. For single-family detached lots the site plan shall show the typical building envelopes. It shall also show all building setbacks, building heights, number of stories, driveway locations, landscaped areas and all other improvements proposed to be installed (this may

- be waived at the discretion of the City Engineer and/or Planning Director);
- j. Any engineering calculations and cost estimates for all improvement plans;
 - k. A tree preservation plan;
 - l. A soils report prepared by a soils engineer; and
 - m. Any and all other studies, reports, plans, specifications or additional information required by the City Engineer or the Community Development Director.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect September 19, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this 20th day of August, 2014

PHIL KATZAKIAN
Mayor

Attest:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1896 was introduced at a regular meeting of the City Council of the City of Lodi held August 6, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held August 20, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1896 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON
City Clerk

Approved as to Form:
Lodi City Attorney's Office

By: _____
JANICE D. MAGDICH
City Attorney