



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: September 3, 2014

Time: 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 – N/A

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

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

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations

B-1 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

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

C-1 Receive Register of Claims in the Amount of \$7,413,932.26 (FIN)

C-2 Approve Minutes (CLK)

a) August 19 and 26, 2014 (Shirtsleeve Sessions)

b) August 20, 2014 (Regular Meeting)

C-3 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

C-4 Approve Specifications and Authorize Advertisement for Bids for Granular Activated Carbon Replacement, Well No. 18 and No. 20 (PW)

C-5 Approve Specifications and Authorize Advertisement for Bids for Surface Water Treatment Facility Aluminum Chlorohydrate Chemical Supply (PW)

Res. C-6 Adopt Resolution Approving the Sole Source Purchase of Skimmer Chain and Flight Collector Equipment for White Slough Water Pollution Control Facility from Tenco Hydro, Inc., of Brookfield, IL (\$70,000) (PW)

Res. C-7 Adopt Resolution Approving Sole Source Purchase of Return Activated Sludge Pump for White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco (\$29,000) (PW)

Res. C-8 Adopt Resolution Awarding Bids for the Purchase of Underground Cable from The Okonite Company, of San Ramon (\$48,330) and from Prysmian, c/o Pacific Utilities, of Concord (\$106,432) (EU)

Res. C-9 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Cooper Compliance, of El Dorado Hills, for SharePoint Development Services (\$44,000) (EU)

Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Nolte Associates, Inc., of Manteca, for Preparation of Updated Operations and Maintenance Manual for White Slough Water Pollution Control Facility (\$86,400) (PW)

- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Agreement with Central Valley Clean Water Association for Participation in Phase I of the Freshwater Mussels Special Project (PW)
- Res. C-12 Adopt Resolution Authorizing the Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$154,000) (PD)
- Res. C-13 Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into Fee Agreements with Angelo, Kilday and Kilduff for Legal Representation of the City of Lodi and Lodi Police Chief; and Mayall Hurley, P.C. for Legal Representation of Lodi Police Officers in the Matter of *Sukhwinder Kaur, et al. v. City of Lodi, et al.*; United States District Court, Eastern District of California, Case No. 2:14-cv-0828 GEB-AC (CA)
- Res. C-14 Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into Fee Agreements with (i) Angelo, Kilday and Kilduff, and (ii) Mayall Hurley, P.C. for Representation of the City of Lodi in Several Pending State and Federal Court Actions (CA)
- C-15 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- C-16 Set Public Hearing for October 1, 2014, to Certify a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Approving the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; an Amendment of the 2014/15 Action Plan to Accommodate the Reallocation of Unused CDBG Funds; and Appropriating Funds (\$6,915) (CD)

H. Communications – None

I. Regular Calendar – None

J. Ordinances

- Ord. (Adopt) J-1 Adopt Ordinance No. 1897 Entitled, "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" (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.

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**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission
MEETING DATE: September 3, 2014
PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through August 14, 2014 in the Total Amount of \$7,413,932.26.

MEETING DATE: September 3, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,413,932.26.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,413,932.26 through 08/14/14. Also attached is Payroll in the amount of \$1,262,924.36.

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

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Date - 08/21/14

As of Thursday	Fund	Name	Amount
08/14/14	00100	General Fund	1,897,218.02
	00120	Vehicle Replacement Fund	697.40
	00160	Electric Utility Fund	3,576,471.04
	00161	Utility Outlay Reserve Fund	40,158.93
	00164	Public Benefits Fund	89,300.00
	00166	Solar Surcharge Fund	6,998.40
	00168	Environmental Compliance	5,872.50
	00170	Waste Water Utility Fund	100,857.64
	00171	Waste Wtr Util-Capital Outlay	444,407.59
	00180	Water Utility Fund	59,611.21
	00181	Water Utility-Capital Outlay	8,124.75
	00210	Library Fund	6,758.53
	00260	Internal Service/Equip Maint	54,387.53
	00270	Employee Benefits	482,849.08
	00300	General Liabilities	3,589.75
	00310	Worker's Comp Insurance	37,759.10
	00320	Street Fund	245.00
	00321	Gas Tax-2105,2106,2107	52,880.38
	00325	Measure K Funds	331,647.40
	00340	Comm Dev Special Rev Fund	95.01
	00347	Parks, Rec & Cultural Services	19,195.19
	00459	H U D	12,953.44
	00502	L&L Dist Z1-Almond Estates	1,211.68
	01211	Capital Outlay/General Fund	78,225.54
	01217	IMF Parks & Rec Facilities	15,460.46
	01241	LTF-Pedestrian/Bike	7,273.10
	01250	Dial-a-Ride/Transportation	8,218.12
	01251	Transit Capital	19,348.60
	01253	TSSSDRA	9,238.84
	01410	Expendable Trust	10,310.06
Sum			7,381,364.29
	00185	PCE/TCE Rate Abatement Fund	12,162.24
	00190	Central Plume	5,969.76
	00191	Southern Plume	2,467.46
	00194	South Central Western Plume	11,968.51
Sum			32,567.97
Total Sum			7,413,932.26

Council Report for Payroll

Page - 1
Date - 08/21/14

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	08/03/14	00100	General Fund	736,523.56
		00160	Electric Utility Fund	160,454.21
		00161	Utility Outlay Reserve Fund	4,851.71
		00170	Waste Water Utility Fund	117,646.44
		00180	Water Utility Fund	13,353.06
		00210	Library Fund	25,106.52
		00260	Internal Service/Equip Maint	15,734.80
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	29,819.25
		00340	Comm Dev Special Rev Fund	24,546.86
		00347	Parks, Rec & Cultural Services	124,012.59
		01250	Dial-a-Ride/Transportation	7,919.47
Pay Period Total:				
Sum				1,262,924.36



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 19, 2014 (Shirtsleeve Session)
b) August 20, 2014 (Regular Meeting)
c) August 26, 2014 (Shirtsleeve Session)

MEETING DATE: September 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 19, 2014 (Shirtsleeve Session)
b) August 20, 2014 (Regular Meeting)
c) August 26, 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 19, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 19, 2014, commencing at 7:00 a.m.

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

Absent: Council Member Nakanishi

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

B. Topic(s)

B-1 Receive Presentation on Downtown Permit Parking Fee (PW)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding downtown permit parking. Specific topics of discussion included downtown parking history, core area parking zones, downtown parking areas and permit versus free parking, downtown parking revenues, estimated reconstruction costs for Lots 3 and 4, annual costs for permit parking areas, parking fee comparison, public meeting, alternatives, and recommendation.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated that the reason behind the four-hour parking limit near the downtown churches was most likely to provide enough time for people to attend service and enjoy a local restaurant afterward.

In response to Council Member Mounce, Mr. Swimley stated he was unsure whether a majority of parking tickets issued were for out-of-town visitors or local residents. Traffic Enforcement Officer Aleisa Nunes stated that, from her experience, less than a quarter of the violators are visitors and that an overwhelming majority of those ticketed is made up of downtown merchants and their employees.

In response to Mayor Katzakian, Mr. Swimley stated that the parking restriction is Monday through Saturday from 9 a.m. to 2 p.m.

In response to Council Member Mounce, Ms. Nunes stated the merchants are clever when it comes to avoiding tickets for parking longer than the time limit and are typically more verbal about citations than out-of-town visitors.

In response to Mayor Pro Tempore Hansen, Ms. Nunes stated she is the only traffic enforcement officer for the City, she works Monday through Friday, and she regularly adjusts the times that she chalks vehicles in the downtown area so merchants do not become familiar with set enforcement times. She is responsible for citywide enforcement; however, the primary focus is the downtown area. In further response, Ms. Nunes stated that residents of the Lodi Hotel do not cause a problem with parking violations, but a majority of the residents have handicapped placards, which allow them to park in stalls for up to 72 hours, thereby preventing others from utilizing those parking stalls.

In response to Council Member Mounce, Ms. Nunes stated that the parking enforcement scooter has been out of commission since November and staff is in the process of replacing it. City Manager Schwabauer stated he would follow up on this matter.

In response to Mayor Pro Tempore Hansen, Ms. Nunes stated that many merchants and their employees would rather pay the parking fine than pay the parking permit fee in order to park in front of their business.

In response to Council Member Johnson, Ms. Nunes stated that the Post Office decision to ban parking in its lot has forced more cars to park on the streets, a majority of which are employees of downtown businesses.

In response to Council Member Mounce, Mr. Schwabauer stated that the fine increased to \$45 around 2005 or 2006. Ms. Nunes further responded that the fine is \$45 for parking over the time limit, as well as for general parking violations.

In response to Mayor Katakian, Ms. Nunes stated that the City of Lodi Finance Department sells the parking permits, they are purchased for a three-month timeframe, and she was unsure if the process could be done online.

In response to Council Member Johnson, Ms. Nunes stated that the City parking garage is only full when new movies are released at the theater, otherwise it is typically only a quarter full.

In response to Mayor Pro Tempore Hansen, Ms. Nunes stated that a vehicle can be issued multiple citations. Deputy City Manager Jordan Ayers stated that the City does not track whether parking citations have been collected, but the Department of Motor Vehicles (DMV) has an intercept program regarding unpaid traffic tickets. In regard to the suggestion to start issuing 12-month permits rather than 3-month permits, Mr. Ayers stated he would encourage that change as it would help alleviate the traffic coming into the Finance Department. Ms. Nunes added that she believed the three-month permit fee was established to make the fee more financially reasonable, as some may not be able to afford a one-year fee.

Council Member Mounce stated that the public should have the option to pay the fee online and suggested the fee be made on a yearly basis, but with the option to pay for a three-month period with an added convenience fee.

Council Member Johnson pointed out that there are downtown business owners who pay the permit fee for their employees who, in turn, continue to park on the street.

In response to Mayor Pro Tempore Hansen, Mr. Ayers stated that the new financial system is being implemented in three phases and the accounts receivable portion is the third, which he anticipated would begin late this calendar year and go live early to middle of the next calendar year. The programming to offer the service of paying the permit fee online would be a part of the billing system, and he would look into how this could be incorporated into the system.

In response to Council Member Mounce, Mr. Ayers stated that the online Parks and Recreation registration and utility billing programs are stand-alone systems. He was certain this could not be added to the utility billing system; however, he was unsure about the registration program.

Council Member Mounce expressed support for changing the permit parking fee to \$18, but could not support the \$40 fee unless it were increased gradually. She further stated that the increase in the violation fine from \$45 to \$120 was too significant, and she could not support it.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated that the suggested \$120 fine was calculated by multiplying the proposed permit fee of \$40 by three months, similar to how the current fine of \$45 was calculated. Council Member Mounce stated that the same concept could be applied to the lower \$18 permit fee.

In response to Council Member Johnson, Mr. Swimley stated the City did its own calculation and did not compare fees with other communities such as Stockton or Sacramento, partially due to the fact that those communities have a higher ratio of parking garages, which are more expensive to construct, maintain, and operate, than parking lots. Most of the costs were based on proximity in the downtown and the fact that downtown is a safe area with much to offer, making parking a commodity. He believed that \$40 was on the high end of the range, but not that far out of line, and that it would pay for parking lot reconstruction costs.

Council Member Johnson also expressed concern about the significant increase in the fee and fine and further suggested creating a tiered fee that would increase the fine for chronic violators.

In response to Mayor Pro Tempore Hansen, City Attorney Magdich stated that, if a person is stopped by Police for a traffic violation, they can also be ticketed for having unpaid parking tickets. In addition, the DMV will not register a vehicle until all parking citations have been paid.

Mayor Pro Tempore Hansen concurred with the suggestion to increase the fine amount for the second and third violations and expressed opposition to the \$120 parking fine. He and Council Member Mounce suggested staff look into what it can legally do to address the issue of motorists creatively shuffling cars around and removing traffic enforcement markings to avoid citations.

In response to Mayor Pro Tempore Hansen, Ms. Nunes stated that the number of citations issued during the weekly Farmers' Market this season has increased; however, the number of vehicles towed has decreased.

B-2 Receive Presentation on Turner Road Parking Study (PW)

Assistant Traffic Engineer Dorothy Kam provided a PowerPoint presentation regarding the Turner Road parking study, between Lower Sacramento Road and Woodhaven Drive. Specific topics of discussion included citizen request for additional parking near the Lodi Wine & Visitors' Center, existing parking and no parking zones, 500 foot sight distance requirement, and recommendation. Ms. Kam stated that, based on staff's study, 2 additional parking stalls could be added to the already 15 existing stalls to the east of Bridgetown Drive. In addition, 35 parking stalls could be made available, through the encroachment permit process, utilizing the existing bike lanes on the north side of Turner Road during special events at the Visitors' Center.

In response to Mayor Pro Tempore Hansen, Ms. Kam stated this recommendation would add 37 parking spots to the area. Transportation Manager Paula Fernandez explained that, during a special event, the "No Parking" signs along the bike lane would be covered to allow parking via an encroachment permit.

In response to Council Member Johnson, City Manager Schwabauer stated that the two additional parking spots to the east of Bridgetown Drive, near the Visitors' Center, would be added permanently. Ms. Fernandez added that the remaining 35 spots would only be available during special events under an encroachment permit issued to the event organizer. Mr. Schwabauer stated that the 35 additional parking spots cannot be made available permanently as it would eliminate the bike lane. In further response, Mr. Schwabauer stated that the site distance requirements prevent staff from making parking spaces available near Katzakian Park. Council Member Johnson questioned why the City needed to pursue the encroachment permit option since that was not the request of the citizen who initially brought this forward to Council.

Council Member Mounce and Mayor Pro Tempore Hansen expressed support for the two additional permanent parking stalls, as well as the option to create additional parking by way of

an encroachment permit process along the north side of Turner Road.

C. Comments by Public on Non-Agenda Items

Ken Bingaman questioned why the sidewalks on Mills Avenue south of Elm Street have not yet been made handicap accessible, while the sidewalks north of Elm Street are handicap accessible. Further, Mr. Bingaman suggested that the noise ordinance be amended to extend the morning hour restrictions from 7 a.m. to 8 a.m. on Saturdays and Sundays.

City Manager Schwabauer explained that the City expends funds every year on handicap ramps, stating that, at times, it is part of a request associated with a high-traffic or problem area and other times it is associated with street repair, during which the City is required to bring the street up to standard. In this case, the north side was upgraded as part of a street project. He suggested Mr. Bingaman meet with staff to further discuss his concerns.

Council Member Mounce requested a future Shirtsleeve Session to discuss amending the noise ordinance as suggested and to address the concerns brought up by Timothy Miller in his letter to Council regarding noise concerns near the Grape Bowl.

In response, Mr. Schwabauer stated staff has done all it can to address Mr. Miller's concerns, including talking with neighboring residents, none of whom have expressed noise complaints.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:15 a.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 20, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 20, 2014, was called to order by Mayor Katzakian at 6:18 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 6:18 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:42 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of August 20, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 California Coastal Cleanup Day / National Pollution Prevention Week Proclamation (PW)

Mayor Katzakian presented a proclamation to Kathy Grant, Watershed Education Coordinator, proclaiming September 20, 2014, as "California Coastal Cleanup Day" and September 15 - 21, 2014 as "National Pollution Prevention Week" in the City of Lodi. Ms. Grant reported that this

event was in its 12th year, the Girl Scouts are participating as part of its public service efforts, and those wishing to volunteer can obtain a release form from the City of Lodi's website, www.lodi.gov, and arrive at Lodi Lake by 8:15 a.m. on Saturday, September 20.

B-2 Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

Mayor Katzakian and Deputy City Manager Jordan Ayers presented the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting to Ruby Paiste, Financial Services Manager, and Wendy Corder-Dowhower, Supervising Accountant. Mr. Ayers stated the City has received this award for the past 21 years.

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 \$3,244,309.34 (FIN)

Claims were approved in the amount of \$3,244,309.34.

C-2 Approve Minutes (CLK)

The minutes of August 5, 2014 (Shirtsleeve Session), August 6, 2014 (Regular Meeting), and August 12, 2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Replacement Battery Bank at Industrial Substation (EU)

Approved the specifications and authorized advertisement for bids for replacement battery bank at Industrial Substation.

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)

Adopted Resolution No. 2014-146 awarding bids for the purchase of vaults, service boxes, and box pads from Jensen Precast, of Sacramento, in the amount of \$66,984.84, and Old Castle Precast, of Pleasanton, in the amount of \$21,459.60.

C-5 Adopt Resolution Awarding Bids for the Purchase of Trayer Padmount Switches from Trayer Engineering Corporation, of San Francisco (\$154,799.10) (EU)

Adopted Resolution No. 2014-147 awarding bids for the purchase of Trayer padmount switches from Trayer Engineering Corporation, of San Francisco, in the amount of \$154,799.10.

- 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)

Adopted Resolution No. 2014-148 awarding bids for the purchase of padmount transformers from Howard Industries, of Laurel, Mississippi, in the amount of \$33,327.72, and Hees Industries, of Astoria, Oregon, in the amount of \$21,732.84.

- C-7 Adopt Resolution Awarding Bids for the Purchase of Triplex Cable from Prysmian, c/o Pacific Utilities, of Concord (\$13,806.22) (EU)

Adopted Resolution No. 2014-149 awarding bids for the purchase of triplex cable from Prysmian, c/o Pacific Utilities, of Concord, in the amount of \$13,806.22.

- 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)

This item was pulled from the Consent Calendar by Council Member Mounce for further discussion.

In response to Council Member Mounce, Police Chief Mark Helms stated that the request is to purchase the TASER brand, which is the highest quality brand in the market; the unit price is \$873.85 plus tax, in addition to the cost of the peripheral equipment; and it carries a three-year warranty.

In response to Mayor Pro Tempore Hansen, Chief Helms stated that the TASERs come in yellow and black and the department is considering yellow in order to distinguish between guns and TASERs. In further response, Chief Helms stated that every police officer will be issued a TASER and be required to carry it using a weak-hand configuration either on the hip or thigh.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-160 authorizing the City Manager to approve the purchase of 45 TASERs® from ProForce Law Enforcement, of Prescott, Arizona, in the amount of \$52,654.

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-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)

Adopted Resolution No. 2014-150 approving the issuance of service purchase order to BSK Associates, of Fresno, for laboratory services for Unregulated Contaminant Monitoring Rule 3 testing requirements in the amount of \$23,970.

- C-10 Accept Improvements Under Contract for Hutchins Street Square Pool Filtration System Upgrade Project (PW)

Accepted the improvements under contract for Hutchins Street Square Pool Filtration System Upgrade Project.

- C-11 Accept Improvements Under Contract for Hutchins Street Square South Entrance Americans with Disabilities Act Project, 125 South Hutchins Street (PW)

Accepted the improvements under contract for Hutchins Street Square South Entrance Americans with Disabilities Act Project, 125 South Hutchins Street.

- 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)

Adopted Resolution No. 2014-151 authorizing the 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.

- 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)

Adopted Resolution No. 2014-152 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 in the amount of \$75,000.

- 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)

Adopted Resolution No. 2014-153 authorizing the City Manager to execute amendment to lease agreement with Verizon Wireless for ground space lease at 114 North Main Street.

- 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)

Adopted Resolution No. 2014-154 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 in the amount of \$60,000.

- 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)

Adopted Resolution No. 2014-155 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 in the amount of \$65,450.

- C-17 Adopt Resolution Authorizing the City Manager to Execute Reimbursement Agreement with Lodi Iron Works for Utility Service Project (\$38,388.12) (EU)

Adopted Resolution No. 2014-156 authorizing the City Manager to execute Reimbursement Agreement with Lodi Iron Works for utility service project in the amount of \$38,388.12.

- 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)

Adopted Resolution No. 2014-157 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.

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)

Adopted Resolution No. 2014-158 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).

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)

Authorized 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.

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)

Adopted Resolution No. 2014-159 approving Government Crime Policies and faithful performance of duty coverage for the purpose of bonding City officers and employees and establishing policy limits

C-22 Adopt Resolution Rescinding Resolutions 2000-211 and 2012-165 and Approving Benefit Modifications for Council Members (CM)

This item was pulled from the Consent Calendar by Council Member Mounce in order to express her opposition, stating she was in favor of reducing the benefits that Council receives.

Council Member Johnson made a motion, second by Mayor Katakian, to adopt Resolution No. 2014-161 rescinding Resolutions 2000-211 and 2012-165 and approving benefit modifications for Council Members.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

C-23 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

This item was pulled from the Consent Calendar by Council Member Nakanishi for a report from staff.

Public Works Director Wally Sandelin reported that one of the digesters at the White Slough Water Pollution Control Facility continues to operate and repairs will initiate on digester No. 2 first,

followed by No. 1. Staff received bids that day and will decide next week which one has the highest value to the City. Council will receive an update at its September 3 meeting regarding contract award recommendation, costs, and schedule implementation. In further response, Mr. Sandelin stated that staff will also provide a comparison regarding renovation versus building two new digesters.

Council Member Nakanishi made a motion, second by Council Member Mounce, 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 Katakian

Noes: None

Absent: None

C-24 Receive Report Regarding Communications Pertaining to Assembly Bill 2052 (Gonzalez) and Assembly Bill 2378 (Perea) (CLK)

Received report regarding communications pertaining to Assembly Bill 2052 (Gonzalez) and Assembly Bill 2378 (Perea).

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)

Accepted the Notice of Draft Amendments to Conflict of Interest Code for the 2014 calendar year per Government Code Section 87306.5.

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.

Darrell Fong, Council Member for the City of Sacramento, introduced himself as a candidate for assemblymember of the 9th Assembly District, which incorporates Lodi.

John Ledbetter and Josh Newfield, representing the Hutchins Street Square Foundation, announced that the Foundation is returning the long-standing event, Field and Fair Day, on September 1 from 6:30 a.m. to 2:00 p.m. Mr. Ledbetter expressed appreciation to the City and staff for continuing its partnership with the Foundation, which has enabled many fine events to occur at the facility. Mr. Newfield distributed brochures regarding Field and Fair Day and announced that Re-Max is providing a hot air balloon, which will set up at 6:30 a.m. on the west lawn; the gates will open at 7 a.m.; tickets for the Kiwanis breakfast are \$6; and admission to the event is \$5.

John Slaughterback expressed his concerns about the \$3 million cost to repair the digesters at the White Slough Water Pollution Control Facility and further stated he felt discouraged by the City Manager's comments from the last meeting about his lack of understanding of this issue,

adding that he may no longer attend Council meetings to question City operations. Mr. Slaughterback further expressed concern that the salary increase for an employee at the wastewater plant went before Council without going through the chain of command, stating that each level of management should have been involved in this process before reaching Council.

Mayor Katzakian assured Mr. Slaughterback and the public that each Council Member asks questions and meets with staff, in addition to discussing topics at Shirtsleeve Sessions, prior to voting on issues and he is satisfied with the responses given to him.

Council Member Mounce stated that transparency and input from public is of utmost concern to the City Council and she assured the public that Council Members do their research behind the scenes by asking questions and studying each matter before it comes before Council for a vote. Ms. Mounce further explained that recommendations for salary increases or reclassifications come from union representatives and are reviewed by each level of management before coming to Council, and that one of the duties of the Human Resources Manager is to present these items to Council on behalf of the City.

City Manager Schwabauer clarified that his comment last meeting was that Mr. Slaughterback and the City could not agree on the recommendation about the White Slough digesters, not that he did not understand, and Mr. Schwabauer apologized for any misunderstanding. He added that he and Mr. Slaughterback may not always agree, but he welcomes his input and comments and appreciates that Mr. Slaughterback routinely presents himself in a respectful manner. He encouraged Mr. Slaughterback to continue attending meetings and invited him to meet individually as well, if he wished to learn more about issues facing the City.

Council Member Johnson stated that, despite the high cost of the digester project, he was convinced the repairs are needed and that it was necessary to pass the matter on an emergency basis. He further encouraged Mr. Slaughterback to continue attending meetings to provide his input.

Mr. Schwabauer further commented that the Wastewater Treatment Plant Superintendent, who recently received the salary increase, is new to the job and that it was because of her diligence that the problem with the digesters was discovered. He believed she is a quality manager and deserved the increase.

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

Council Member Nakanishi reminded the public that the 12th annual Coastal Cleanup Day is September 20 and encouraged the public to volunteer their time.

Council Member Johnson commented on the Lodi News-Sentinel article regarding the Shirtsleeve Session on downtown parking and requested staff return to Council with a discussion on options to make the parking garage more attractive and to increase usage. He expressed disappointment that this asset sits empty on most days and suggested that the public may be reluctant to use it for safety reasons.

Mayor Katzakian suggested installing ticket kiosks for motorists to purchase parking stickers and display them on the dash of their cars, stating that paying for street parking may increase usage of the free parking garage.

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

None.

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)

Council Member Mounce made a motion, second by Council Member Johnson, to make the following appointments and direct the City Clerk to post for one vacancy:

APPOINTMENTS:

Greater Lodi Area Youth Commission

Student Appointees

Evan Gardella, Term to expire May 31, 2016

Lodi Improvement Committee

Terry Piazza. Term to expire March 1, 2017

Maria Rosado, Term to expire March 1, 2015

POSTING:

Greater Lodi Area Youth Commission

Adult Advisor

John Chapman, term to expire May 31, 2015

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 Introduce Ordinance Amending Lodi Municipal Code Chapter 2.12 - City Manager - by Repealing and Reenacting Section 2.12.040, "Bond," in Its Entirety (CM)

City Attorney Magdich provided a presentation on the ordinance amendment regarding bonds, stating that the change is to replace the term "surety company bond" with "fidelity bond" to more accurately reflect insurance terminology in today's market. She reminded Council that it took action earlier on the Consent Calendar to increase the insurance amounts.

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinance No. 1897 amending Lodi Municipal Code Chapter 2.12 - City Manager - by repealing and reenacting Section 2.12.040, "Bond," in its entirety.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Council Member Mounce stated that she was opposed to disbanding the Lodi Animal Advisory Commission and that the volunteers serving on this Commission bring fresh ideas to the table and have served the City Council well.

Council Member Johnson stated that he does not question the interest of those serving, but rather the effectiveness of the Commission, which is why he asked that this matter be brought back to Council for discussion. The Commission has had difficulty in filling vacancies and maintaining a quorum for its meetings, which is why the Commission requested a bylaw change to allow a quorum to be two members.

Council Member Nakanishi expressed support for the Commission, stating that, if citizens wish to serve, the City should keep it. He stated he would not support disbanding the Commission.

Eunice Friederich expressed disappointment that this matter was brought forward again. She stated that a majority of the boards and commissions are experiencing difficulty in recruiting volunteers, but the Animal Commission should not be penalized for that reason. She requested Council not disband the Commission, suggesting that the newly-elected Council may wish to maintain this volunteer group and that it should make the decision.

Daniel Crownover, former member of the Lodi Animal Advisory Commission, stated that the volunteers work hard to accomplish the Commission's goals and suggested that dinnertime meetings may be contributing to member absences. He requested Council not disband the Commission.

City Manager Schwabauer confirmed that, despite the Commission's request, the Lodi Animal Advisory Commission does not have a member representing People Assisting the Lodi Shelter (PALS).

In response to Council Member Johnson, Animal Services Officer Jennifer Bender stated that the Commission requested it meet every other month, instead of monthly, due to the fact there are routinely too few items for the agenda.

In response to Council Member Johnson, City Attorney Magdich stated she could not opine regarding the implication of a conflict of interest in the letter from the Commission, as she has not had an opportunity to review it. Mr. Schwabauer stated that the letter intimates that the City wished to receive advice from PALS on how to run animal services and he confirmed that the City had no intention to do so.

In response to Council Member Johnson, Ms. Bender stated that the Commission had a special meeting where it drafted the letter that was presented to Council in the packet and it was aware of the date this matter was going before Council.

Mayor Pro Tempore Hansen stated that he was in support of disbanding the Commission based on the level of staff time, lack of agenda items before the Commission, and the decision to meet every other month. He believed the Commission had run its course.

Council Member Mounce stated she believed the Commission was prepared to discuss this item on July 16, but the matter was pulled from the agenda, and they may not have been made aware that it was rescheduled to this meeting. She felt that the Commission's reason for being created still exists as problems continue at the animal shelter, the building is aging, the intake of animals has significantly increased, and the population of this community has grown. She believed this

group is dedicated to resolving these issues and cited the example of the the Barn Cat program, which was recently promoted by the group as a means to encourage adoption of feral cats.

In response to Mayor Pro Tempore Hansen, Ms. Bender stated that the representative who created a Barn Cat program in El Dorado Hills presented its program to the City, and in 2011, the Barn Cat program was implemented at the Lodi animal shelter. Since that time, PALS has donated vaccinations for feral cats and local veterinarians have offered spaying and neutering at reduced rates. The Commission was not involved until a year ago when it presented the idea to send a letter to the wineries and dairies to promote this program further. Ms. Bender stated that, after the initial implementation of the program, there were some adoptions but, to date, no wineries or dairies have contacted the City about adopting these feral cats.

In response to Council Member Mounce, Lieutenant Chris Jacobson expressed appreciation for the Commissioners who volunteer their time. The concern, however, is that the Commission has had the same items on its agenda for multiple years without resolution; he has offered to take suggestions and recommendations to the Council but it does not avail itself of that opportunity; the annual reports are routinely late; and last year he prepared the annual report on a two-year basis in order to submit it in a timely manner. Council Member Mounce stated she believed the Commission was previously confused about how the Council agenda process worked and further expressed her hope that the meeting set up with the audience seated behind the Commission had been changed, as that is an ineffective environment for a public meeting. She felt there was much more this Commission could do and that this group adds value to the City.

Police Chief Mark Helms stated this is a Council-appointed Commission and that staff would support the recommendation of Council by setting, implementing, and carrying out its policy. From his perspective, however, the primary issue with animal services in Lodi is the lack of resources, funding, and tools needed to provide effective animal services in this community. Lodi has grown tremendously while the facility and abilities have not kept pace. Chief Helms stated that the City needs to consult experts in the field of animal services who know the trends and methods of lowering euthanasia rates in order to reach the goal of a no-kill shelter and to improve adoption rates.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-162 disbanding the Lodi Animal Advisory Commission.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce, and Council Member Nakanishi

Absent: None

J. Ordinances

J-1 Adopt 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" (CLK)

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 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," which was introduced at a regular meeting of the Lodi City Council held August 6, 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 8:19 p.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 26, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 26, 2014, commencing at 7:02 a.m.

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

Absent: Council Member Mounce

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

B. Topic(s)

B-1 Lodi Electric Utility Ten-Year Financial Forecast (EU)

Rates and Resources Manager Melissa Cadek provided a PowerPoint presentation regarding the Lodi Electric Utility (LEU) ten-year financial forecast. Specific topics of discussion included background, best financial practices, LEU rate history, review of LEU revenue and expenses, summary of LEU expenses, forecast assumption on non-power costs, forecast assumption on power costs, and findings and conclusions.

In response to Council Member Nakanishi, Ms. Cadek stated that the purpose of the large rate increase in 2005 was to catch up to costs.

In response to Mayor Pro Tempore Hansen, Ms. Cadek stated that expenses under the "distribution system" category include costs associated with maintaining and repairing the system, while costs associated with new improvements are under the "capital" category. The "other fixed costs" category includes the two debt service items, cost of service to the General Fund, and public benefits.

In response to Mayor Katzakian, Ms. Cadek stated that the 2002 debt service will be paid off in fiscal year 2015/16, the savings will go toward paying down the 2008 debt service, and the net reduction in debt payments will go from \$8 million annually to \$5 million. In further response, Deputy City Manager Jordan Ayers stated that the 2002 debt service will be paid off July 1, 2015.

In response to Council Member Nakanishi, Ms. Cadek explained that the 2008 debt service was a refinance and conversion to a fixed rate debt. City Manager Schwabauer responded that the original debt was issued in 2000 to install a utility line to the White Slough Water Pollution Control Facility, build the LEU corporation yard, maintain infrastructure, and install street lights. It was structured as an interest rate swap and, because of how detrimental this debt service was to the City, former City Manager Blair King renegotiated the debt to buy the City out of the swap. It was an expensive move, but it represented a significant savings to the City in the end. In further response, Mr. Schwabauer stated that the 230 kV intertie project could require debt service, and this project would also result in a significant savings once the debt was paid. This project is dependent upon Pacific Gas & Electric (PG&E) participation, but he hoped the project would move forward sometime between the years 2020 to 2022.

Electric Utility Director Elizabeth Kirkley reviewed the list of projects on the ten-year capital improvement program and the costs associated with each.

In response to Council Member Johnson, Ms. Kirkley stated that the \$600,000 for the 230 kV project is for required engineering studies done prior to design and construction, some of which Council has previously approved.

Ms. Kirkley expressed the importance of maintaining the LEU distribution system in order to maintain the City's reliability with its customers. In response to Mayor Pro Tempore Hansen, Engineering and Operations Manager Jay Marchesseault stated that he believed the City's current reliability rating is around 99 percent, which takes into account the duration and frequency of outages.

In response to Council Member Johnson, Ms. Kirkley stated that the primary issue contributing to outages is the fact that the City has only one substation. The 230 kV project would give the City two substations, which would increase capacity. The existing system has serious concerns effecting reliability, such as aging cables that need to be replaced and vaults that need repair.

In response to Mayor Pro Tempore Hansen, Ms. Cadek stated that the electric utility reserve of 90 days operating expenses is for unexpected emergencies so as not to draw upon the existing capital budget.

In response to Council Member Johnson, Mr. Schwabauer stated that the General Fund has its own reserve for catastrophic events and LEU has its own separate reserve because to have one Citywide reserve would require that a significantly greater amount be set aside. He stated each utility should have its own reserve in case of a catastrophic event.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated that there are two separate requirements for the 90 days cash on hand for unexpected contingencies: one is a Council policy and the other is required by the Northern California Power Agency (NCPA) for gas purchases. Mr. Ayers explained that there are two types of reserves, but they overlap and are not duplicated; it is the same dollars for each pot of reserves.

In response to Mayor Pro Tempore Hansen and Council Member Nakanishi, Ms. Cadek stated that the City will meet the 30 percent renewable energy requirement by 2020, it will maintain that level beyond 2020, and during the time frame of 2021 to 2024 the City will make approximately \$3 million in renewable energy purchases.

In response to Mayor Katzakian, Ms. Cadek stated that large hydro projects are only included in the renewable requirement if there is an impact on fish, but the small hydro projects are included and are primarily done through geothermal projects.

In response to Mayor Katzakian, Mr. Ayers stated that the 2008 debt service will retire July 1, 2032. Mr. Schwabauer stated that staff will be meeting with the rating agencies in September and reminded Council that power purchases, which are long-term, forward contracts, are tied to the City's rating. Because of this upcoming meeting, it is important to move quickly on the rates in order to indicate to the rating agencies that the City is not deferring its maintenance and that it will ensure funds are in place to operate the system.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated that an agency's rating is tied to the cost of issuing debt, but it is also tied to purchasing power, adding that the less fiscally healthy an agency is, the more it will pay for power.

In response to Council Member Johnson, Ms. Cadek stated that the City purchases its power through NCPA. In further response, Mr. Ayers stated that, during a power purchase, rating agencies will look at NCPA's rating as well as all of the major participants. If the City's rating is low, it will play a significant role in how NCPA is ultimately rated and, in turn, increase the cost of

power for everyone in the group. Mr. Ayers added that NCPA has a variable rate, whereas, the participants have a fixed rate. Council Member Johnson stated that his main concern regarding the rating is what is best for Lodi and not necessarily to placate NCPA. Mr. Schwabauer stated that it is prudent that the City earn a positive rating of its own accord because it has an effect on the City's power costs.

Ms. Cadek provided a comparison of current Lodi residential rates, at an average 600 kWh and 750 kWh, to other agencies, stating that Lodi is in the middle range. Mr. Schwabauer pointed out that Palo Alto's rate is significantly lower because it went primarily to hydro power, and stated that the City made the decision decades ago against going in that direction. In response to Mayor Katzakian, Mr. Schwabauer stated that Palo Alto may experience some difficulties meeting the renewable energy requirement, but it will not cost them as much unless it were to change to a 50 percent requirement.

Mayor Pro Tempore Hansen stated that Lodi is often compared to PG&E in its rates and the City has made significant improvement in its rates and bond ratings. He stressed the importance of maintaining a positive bond rating, stating that Lodi would be negatively affected if other agencies in the NCPA joint powers agency had poor ratings.

In regard to the rate comparison, Ms. Cadek pointed out that many of the agencies on the list are currently undergoing rate adjustments and some of those rates will likely increase in the near future.

Council Member Nakanishi requested that staff provide a rate comparison with Stockton, Manteca, and other local cities.

In response to Council Member Johnson, Ms. Cadek stated that Lodi's industrial rates are favorable to the other agencies, and she would provide details on that comparison as well. Council Member Nakanishi pointed out that a past survey of industrial customers showed that they were more concerned with reliability than with the rate.

Ms. Cadek provided information regarding the current LEU fund balances with 2014/15 being the first year in the ten-year model. She pointed out that fiscal year 2015/16 will be the first year that the City will need to address the shortfall and by fiscal year 2023/24 the fund will be in the negative.

Mr. Schwabauer explained that staff is not recommending another 17 percent increase in rates; it will more likely be in the single-digit range initially and afterward, in order to avoid falling behind the costs, there would be an annual adjustment similar to the water and wastewater rates.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated that the issue of rates will come before Council in the very near future in order to communicate the City's efforts to the rating agencies.

Council Member Nakanishi suggested the rates be postponed until the newly-elected Council Members are seated and can vote on the matter. In response to Mr. Nakanishi regarding the value of the LEU, Mr. Ayers stated it has over \$80 million in assets, but he did not have numbers available regarding what it would be worth if it were sold in today's market. Mr. Schwabauer stated that there are various models used to value a business and he pointed out that, if the City were to ever sell this asset, the only entity that would be in the position to purchase the LEU would be PG&E.

Council Member Johnson, Mayor Katzakian, and Mayor Pro Tempore Hansen expressed support for moving forward on the rate issue now, rather than postponing it until the new Council was in

place. In response to Mayor Katzakian, Mr. Ayers stated the City is scheduled to meet with the rating agencies on September 2, a meeting that was initially scheduled for June, but was postponed.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Jennifer M. Robison
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000
MEETING DATE: September 3, 2014
PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept quarterly report of purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: During the second calendar quarter of 2014, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through G.

Exh.	Date	Contractor	Project	Award Amt.
A	4/3/14	Applied Concepts Inc.	Radar Trailer & Electronic Signboard	\$16,032.60
B	4/8/14	All-Phase Electric Supply Co.	100 Watt Luminaires	\$10,476.00
C	4/8/14	HD Supply	Load-breaking Reducing Tap	\$10,995.75
D	4/24/14	Wesco	3-Phase Module Enclosures	\$16,076.10
E	4/25/14	San Diego Police Equipment Co.	Ammunition	\$10,970.47
F	5/5/14	Lehr Auto Electric, Inc.	Equipment for Police Car	\$10,184.57
G	5/22/14	J & M Display West	4 th of July Fireworks	\$15,925.00

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2013-2014 Financial Plan.

FUNDING AVAILABLE: Funding as indicated on exhibits.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Radar Trailer and Electronic Signboard
DEPARTMENT: Police Department
CONTRACTOR Applied Concepts, Inc.
AWARD AMOUNT: \$16,032.60
DATE OF RECOMMENDATION: 4/3/2014

BIDS OR PROPOSALS RECEIVED:

Applied Concepts, Inc.	\$16,032.60
MPS Distribution	\$21,112.00
Kustom Signals, Inc.	\$21,265.20
	\$0.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Applied Concepts, Inc. is one of many suppliers for radar trailers and electronic signboard messaging systems. Applied Concepts was the lowest bidder and thus the basis for award.

FUNDING: 236021.7718

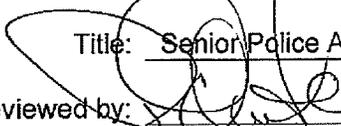
Prepared by: Patsy Tucker
Title: Senior Police Administrative Clerk
Reviewed by: 

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 100 Watt Luminaires
DEPARTMENT: Electric Utility
CONTRACTOR All-Phase Electric Supply Co.
AWARD AMOUNT: \$10,476.00
DATE OF RECOMMENDATION: April 8, 2014

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply Co.	\$10,476.00
HD Supply	\$12,609.00
Alameda Electrical Dist.	\$10,573.83
Platt	\$10,618.28

“NO BID” or NO RESPONSE RECEIVED:

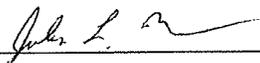
BACKGROUND INFORMATION & BASIS FOR AWARD:

These are luminaires used for street lighting.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  4/10/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Loadbreak Reducing Tap
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$10,995.75
DATE OF RECOMMENDATION: April 8, 2014

BIDS OR PROPOSALS RECEIVED:
HD Supply \$10,995.75

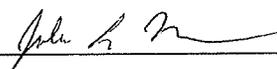
"NO BID" or NO RESPONSE RECEIVED:
General Pacific
One Source Supply
Wesco Dist.

BACKGROUND INFORMATION & BASIS FOR AWARD:
HD Supply in Portland, OR was the only responsible bidder for this Cooper product.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  4/10/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate
DEPARTMENT: Electric Utility
CONTRACTOR WESCO
AWARD AMOUNT: \$16,076.10
DATE OF RECOMMENDATION: April 24, 2014

BIDS OR PROPOSALS RECEIVED:

WESCO	\$16,076.10
Graybar	\$17,384.60
HD Supply	\$18,954.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These are 3-Phase Sectionalizing Modules used for the Rosegate subdivision.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

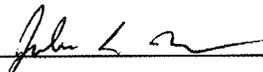
Reviewed by:  7/24/14

EXHIBIT E

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Duty and Training Ammunition
DEPARTMENT: Police Department
CONTRACTOR San Diego Police Equipment Co., Inc.
AWARD AMOUNT: \$10,970.47
DATE OF RECOMMENDATION: April 25, 2014

BIDS OR PROPOSALS RECEIVED:
San Diego Police Equipment Co., Inc. \$10,970.47

"NO BID" or NO RESPONSE RECEIVED:
NA - No other suppliers authorized to sell Ammo

BACKGROUND INFORMATION & BASIS FOR AWARD:
Federal Ammunition designated San Diego Police Equipment Co., Inc., as the sole provider of law enforcement .223 ammunition. A copy of the Federal distributor contact information for California is attached. Federal ammunition from any other source is not available in the quantities and pricing provided by the manufacturers distributor.

FUNDING: 101031.7306

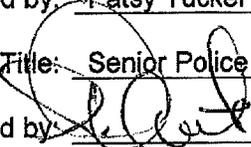
Prepared by: Patsy Tucker
Title: Senior Police Administrative Clerk
Reviewed by: 

EXHIBIT F

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Emergency Vehicle Equipment Installation 658E
DEPARTMENT: Police
CONTRACTOR Lehr Auto Electric, Inc.
AWARD AMOUNT: \$ 10,184.57
DATE OF RECOMMENDATION: May 5, 2014

BIDS OR PROPOSALS RECEIVED:
Lehr Auto Electric, Inc. \$10,184.57
Emergency Vehicle Outfitters, Elk Grove \$8,157.65

"NO BID" or NO RESPONSE RECEIVED:
Cop Shop Installation - Yuba City

BACKGROUND INFORMATION & BASIS FOR AWARD:

LEHR was selected to equip all police vehicles with emergency equipment. For consistency of installation LEHR has become the sole source vendor. This ensures all equipment is installed in the same manner in each vehicle and fleet coordinators oversee each aspect of the installation due to convenient Sacramento location of LEHR.

Although EVO was a lower bid, our fleet coordinators found them to be over charging us for installation of equipment that was never installed or using existing parts and charging us for new parts rather than actual work performed. EVO became increasingly difficult to work with and would often times hold vehicles and invoices because they did not want to change their quotes/invoices from work quoted to actual work performed.

FUNDING: 1201031.7851

Prepared by: Patsy Methvin

Title: Sr. Police Administrative Clerk

Reviewed by: [Signature]

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 4TH of July Fireworks
DEPARTMENT: Parks, Recreation and Cultural Services
CONTRACTOR J & M Display West
AWARD AMOUNT: \$15,925.00
DATE OF RECOMMENDATION: May 22, 2014

BIDS OR PROPOSALS RECEIVED:

J & M Display West	\$15,925.00
Pyro Spectaculars	\$15,500.00

“NO BID” or NO RESPONSE RECEIVED:
Zambelli Fireworks - No Response

BACKGROUND INFORMATION & BASIS FOR AWARD:

On May 8, 2014 staff provided possible fireworks show providers a Prospective Bidders Memo. This memo listed specific specifications that would be expected of potential fireworks show providers. Upon receiving our requested bid quotes, staff reviewed each quote for completeness regarding specifications listed in the memo. J & M Display West was the only bidder that provided a complete bid. Though Pyro Spectaculars is low bid, their quote is incomplete. Pyro is expecting the City of Lodi to pay for the required fireworks permit (estimated at \$225) and to provide site security (estimated at \$414). The Prospective Bidders Memo clearly reflects that the successful bidder will be required to pay for the fireworks permit and to provide site security. Staff is recommending that J& M Display West be awarded this year's fireworks show contract due to providing the City of Lodi the only complete proposal received.

FUNDING: 100245.8099.1

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: _____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Granular Activated Carbon (GAC) Replacement, Well No. 18 and No. 20

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Granular Activated Carbon (GAC) replacement, Well No. 18 and No. 20.

BACKGROUND INFORMATION: Granular activated carbon (GAC) is utilized at certain well sites to adsorb dibromochloropropane (DBCP) contaminants in the drinking water. Over time, the carbon loses its adsorptive capacity and must be replaced. Recent test results indicate that the current GAC in the vessels at Well No. 18 and No. 20 has lost its absorptive capacity and is ready for replacement.

Well No. 18 is located at 200 West Century Boulevard, at the intersection of Church Street and Century Boulevard. Well No. 20 is located at 2126 West Kettleman Lane. Locations are graphically shown on Exhibit A. The GAC filter systems at these locations have been in service since 2000. Well Site No. 18 contains three vessels with 23,000 pounds of GAC each. Well Site No. 20 contains three vessels with 24,000 pounds of GAC each. The total amount of GAC to be replaced is 141,000 pounds.

The specifications are on file in the Public Works Department. The project estimate is \$300,000 and the planned bid opening date is September 24, 2014.

FISCAL IMPACT: The funds for this project will be coming from the Water Utility Fund's DBCP Operations and Maintenance account which is funded, in part, under the terms of the DBCP settlement.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

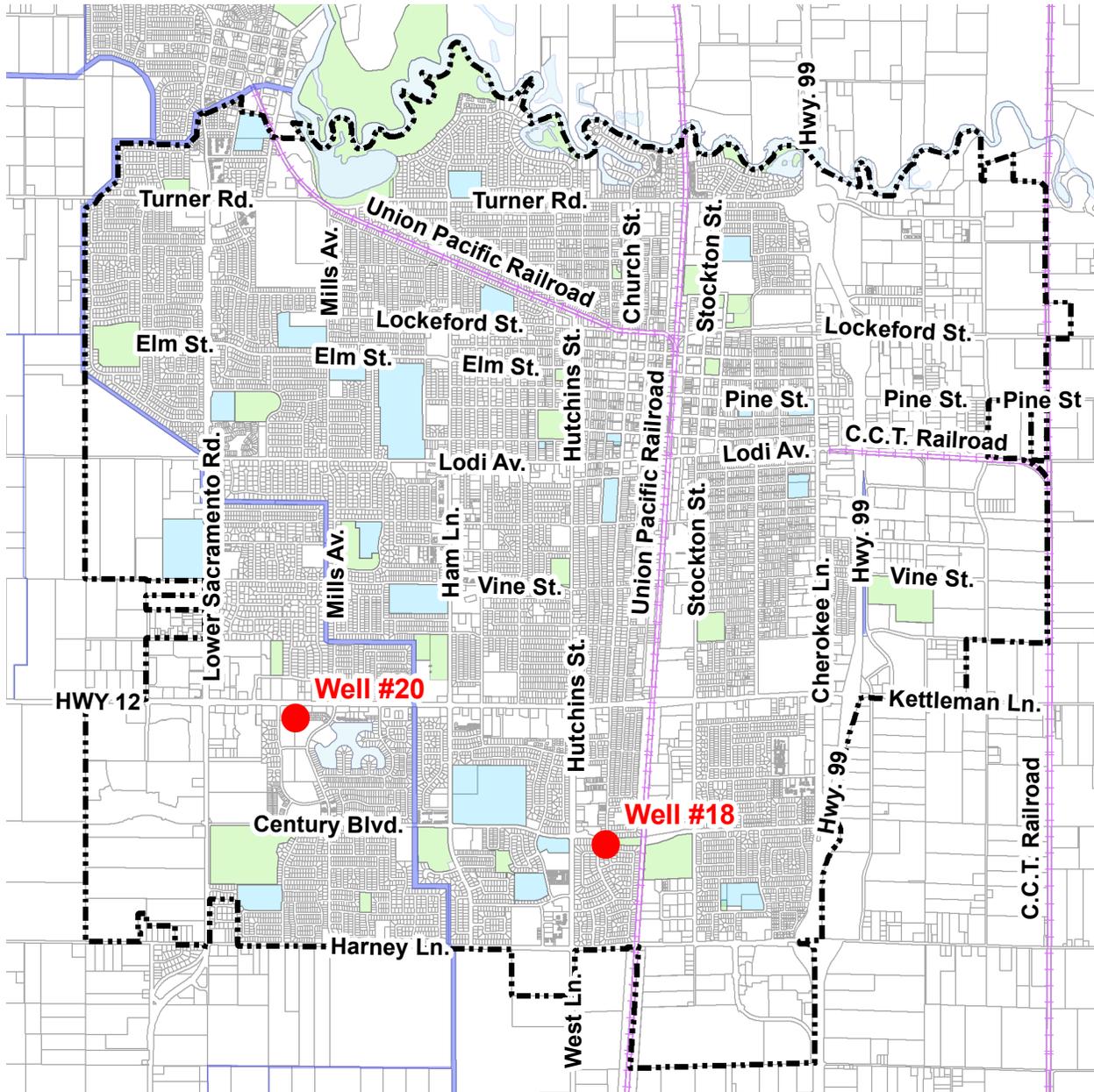
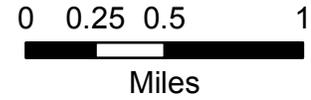
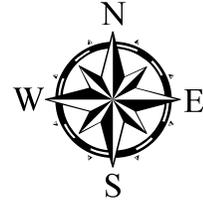
Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A Vicinity Map

Legend

- Project Locations
- ▭ City Limits





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Surface Water Treatment Facility Aluminum Chlorohydrate Chemical Supply

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Surface Water Treatment Facility aluminum chlorohydrate chemical supply.

BACKGROUND INFORMATION: The Surface Water Treatment Facility operation requires the purchase of several different chemicals commonly used to treat municipal drinking water. Through the competitive bidding process, chemicals purchased include hypochlorite, salt soda ash, sodium bisulfite, citric acid, and sodium hydroxide. In addition to these chemicals, aluminum chlorohydrate (ACH) is required for the treatment process to meet total organic carbon removal requirements established by the Water Resources Control Board, Division of Drinking Water.

The City previously purchased ACH through CalChem Enterprises in the amount of \$59,616 for FY 2013/14. At the time of purchase, CalChem was the only manufacturer in California and is located in Modesto, approximately 42 miles from the Surface Water Treatment Facility. This close proximity minimized freight costs, in addition to providing a lower cost by purchasing directly from the manufacturer versus a chemical supplier.

It was staff's recommendation at that time that City Council exercise Lodi Municipal Code Section 3.20.070, Bidding, stating the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interest of the City.

Due to the increased use of ACH by municipal water/wastewater facilities, a number of aluminum manufacturing facilities have begun producing and selling ACH. Staff believes that this increase may create a competitive market and may drive down the cost of the product. Staff recommends City Council approve the specifications and authorize advertisement for bids.

FISCAL IMPACT: Funds for ACH are budgeted in the Water Operations budget.

FUNDING AVAILABLE: Funding will be identified at contract award.

F. Wally Sandelin
Public Works Director

Prepared by Andrew S. Richle, Water Plant Superintendent
FWS/ASR/pmf

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Sole Source Purchase of Skimmer Chain and Flight Collector Equipment for White Slough Water Pollution Control Facility from Tenco Hydro, Inc., of Brookfield, IL (\$70,000)

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving sole source purchase of skimmer chain and flight collector equipment for White Slough Water Pollution Control Facility from Tenco Hydro, Inc., of Brookfield, IL, in the amount of \$70,000.

BACKGROUND INFORMATION: The function of the skimmer chain and flight collector equipment is to collect floating sludge from the Dissolved Air Flotation Thickener (DAFT). The existing equipment was installed in 2004 to replace the original skimmer chain and flight equipment installed in 1990. Through the years, small parts have been replaced; however, the major parts such as sprockets, flights, drive chains, and shafts now need to be replaced.

There are two DAFT tanks at the White Slough Water Pollution Control Facility (WSWPCF). In 2013, a set of skimmer chain and flight collector equipment was purchased and installed for the No. 1 DAFT. Both DAFTs are needed to maintain the manufacturer's performance criteria and continuous compliance with discharge permit requirements.

Tenco Hydro, Inc., is the sole source equipment distributor that designed and built the original skimmer chain and flight collector equipment for both DAFTs. The equipment requires no special construction. Once the new equipment is installed by staff, the No. 2 DAFT will provide the operational performance necessary to maintain continuous compliance with discharge permit requirements.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends purchase of the skimmer chain and flight collector equipment from Tenco Hydro, Inc.

FISCAL IMPACT: If the No. 2 DAFT is not rehabilitated with the new skimmer chain and flight collector, existing equipment could fail, requiring an emergency purchase. Additionally, WSWPCF could have problems maintaining discharge permit requirements without the rehabilitation.

FUNDING AVAILABLE: Plant Maintenance Capital Improvements (171493)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Superintendent
FWS/KDH/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
SOLE SOURCE PURCHASE OF SKIMMER CHAIN AND
FLIGHT COLLECTOR EQUIPMENT FOR DISSOLVED AIR
FLOTATION THICKENER NO. 2 AT THE WHITE SLOUGH
WATER POLLUTION CONTROL FACILITY FROM TENCO
HYDRO, INC., OF BROOKFIELD, ILLINOIS

=====

WHEREAS, the existing skimmer chain and flight collector equipment were installed in 2004 on Dissolved Air Flotation Thickener (DAFT) No. 2 to replace the original skimmer chain and flight equipment installed in 1990, and the major parts now need to be replaced; and

WHEREAS, there are two DAFT tanks at the White Slough Water Pollution Control Facility and both are needed to maintain the manufacturer's performance criteria and continuous compliance with discharge permit requirements; and

WHEREAS, Tenco Hydro, Inc., is the sole source equipment distributor that designed and built the original skimmer chain and flight collector equipment for both DAFTs; and

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the sole source purchase of skimmer chain and flight collector equipment for Dissolved Air Flotation Thickener No. 2 at the White Slough Water Pollution Control Facility from Tenco Hydro, Inc., of Brookfield, Illinois, in the amount of \$70,000.

Dated: September 3, 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 September 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Sole Source Purchase of Return Activated Sludge Pump for White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco (\$29,000)

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving sole source purchase of return activated sludge pump for White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco, in the amount of \$29,000.

BACKGROUND INFORMATION: The function of the return activated sludge (RAS) pump is to pump sludge from the secondary clarifiers and return it to the aeration basins. The existing No. 2 RAS pump was installed in 1991. Through the years, the pump has been repaired and parts have been replaced. As part of routine preventive maintenance practices, the No. 2 RAS pump is due to be replaced. The White Slough Water Pollution Control Facility (WSWPCF) has three RAS pumps, two for operation and the third for backup/redundancy.

The No. 1 RAS pump was replaced in 2010 and No. 3 RAS pump is scheduled to be replaced in 2015.

Pump Repair Service Company is the sole source equipment distributor. Once the new RAS pump is installed by staff, the pump will be able to pump efficiently from the secondary clarifiers into the aeration basins to maintain effective operation and continued compliance with discharge permit requirements.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends purchase of the return activated sludge pump from Pump Repair Service Company.

FISCAL IMPACT: If the RAS pump is not replaced, the older, existing pump could fail, requiring an emergency purchase. Additionally, WSWPCF could have problems maintaining discharge permit requirements without the replacement.

FUNDING AVAILABLE: Plant Maintenance Capital Improvements (171493)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Superintendent
FWS/KDH/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE SOLE SOURCE PURCHASE OF A RETURN ACTIVATED
SLUDGE PUMP FOR THE WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY FROM PUMP REPAIR
SERVICE COMPANY, OF SAN FRANCISCO

=====

WHEREAS, the No. 2 return activated sludge (RAS) pump was installed in 1991 and is due to be replaced as part of routine preventive maintenance practices; and

WHEREAS, the White Slough Water Pollution Control Facility has three RAS pumps, two for operation and the third for backup/redundancy. The No. 1 RAS pump was replaced in 2010 and No. 3 RAS pump is scheduled to be replaced in 2015; and

WHEREAS, Pump Repair Service Company is the sole source equipment distributor; and

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the sole source purchase of a return activated sludge pump for the White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco, California, in the amount of \$29,000.

Dated: September 3, 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 September 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Underground Cable from The Okonite Company of San Ramon (\$48,330) and Prysmian c/o Pacific Utilities of Concord (\$106,432)

MEETING DATE: September 3, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of underground cable from The Okonite Company of San Ramon in the amount of \$48,330 and Prysmian c/o Pacific Utilities of Concord in the amount of \$106,432.

BACKGROUND INFORMATION: On August 6, 2014, the City Council approved specifications and authorized the advertisement of bids to procure underground electric utility cable.

The Electric Utility advertised bids on August 9 and 13, 2014. On August 18, 2014, bids were opened with two medium voltage cable manufacturers and suppliers submitting proposals with the following results:

Description	Quantity	The Okonite Company	Prysmian c/o Pacific Utilities
1100 kcmil EPR concentric cable	10,000 ft.	\$85,244.40	\$81,317.41
1/0 EPR concentric cable	10,000 ft.	\$23,803.20	\$25,722.04
4/0 EPR concentric cable	10,000 ft.	\$24,526.80	\$25,875.10
350 MCM AA UG 600V triplex cable.	10,000 ft.	No Bid	\$25,113.67

Staff reviewed the proposals and deemed The Okonite Company the lowest responsive bidder for the 1/0 EPR concentric cable and the 4/0 EPR concentric cable. Staff has deemed Prysmian c/o Pacific Utilities the lowest responsive bidder for the 1100 kcmil EPR concentric cable and the 350 MCM AA UG 600V triplex cable.

FISCAL IMPACT: Procurement cost is \$154,762.

FUNDING AVAILABLE: Included in FY 2014/15 Account No. 160.1496.

Jordan Ayers
Deputy City Manager/ Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Awarding Bids for the Purchase of Underground Cable from The Okonite Company of San Ramon (\$48,330 and Prysmian c/o Pacific Utilities of Concord (\$106,432)

September 3, 2014

Page 2 of 2

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager
EAK/JM/lst

RESOLUTION NO 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE BIDS FOR THE PURCHASE OF UNDERGROUND CABLE
FROM THE OKONITE COMPANY OF SAN RAMON AND
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 18, 2014 at 11:00 a.m., for the purchase of underground electric utility cable described in the specifications therefore, approved by the City Council on August 6, 2014; and

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

Description	Quantity	The Okonite Company	Prysmian c/o Pacific Utilities
1100 kcmil EPR concentric cable	10,000 ft.	\$85,244.40	\$81,317.41
1/0 EPR concentric cable	10,000 ft.	\$23,803.20	\$25,722.04
4/0 EPR concentric cable	10,000 ft.	\$24,526.80	\$25,875.10
350 MCM AA UG 600V triplex cable	10,000 ft.	No Bid	\$25,113.67

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bids for the purchase of 10,000 feet of 1/0 EPR cable and 10,000 feet of 4/0 EPR cable from The Okonite Company of San Ramon in the amount of \$48,330 and 10,000 feet of 1100 kcmil EPR cable and 10,000 feet of 350 MCM AA UG 600V triplex cable from Prysmian, c/o Pacific Utilities of Concord in the amount of \$106,432.

Dated: September 3, 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 September 3, 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 the City Manager to Execute Professional Services Agreement with Cooper Compliance of El Dorado Hills for SharePoint Development Services (\$44,000)

MEETING DATE: September 3, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Cooper Compliance of El Dorado Hills for SharePoint development services in an amount not to exceed \$44,000.

BACKGROUND INFORMATION: Cooper Compliance developed a data management system for Lodi's Electric Utility (LEU) to satisfy North American Electric Reliability Corporation (NERC) requirements. This data management system provided the necessary documentation for the NERC audits.

Although NERC compliance is no longer an immediate need due to LEU's NERC status being recently de-activated, the SharePoint data management system remains a valuable tool since LEU's NERC registration could be re-activated at any time. This SharePoint system can also be expanded to accommodate inspection procedures and records as recommended by the California Public Utilities Commission General Orders 168 and 174, which are considered good utility practices. Utilizing the existing SharePoint data management system is also an efficient method to record this additional documentation since staff is already proficient in its use.

Staff recommends executing a new agreement with Cooper Compliance to expand the development of the SharePoint maintenance, testing and inspection record management system.

FISCAL IMPACT: The total cost of the contract is an amount not exceed \$44,000.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 160612.7323.

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

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 Cooper Compliance (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 SharePoint Development Services (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 3, 2014 and terminates upon the completion of the Scope of Services or on June 30, 2015, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Jay Marchesseault, Eng. & Ops Manager

To CONTRACTOR: Cooper Compliance
 2201 Francisco Dr., Suite 140-230
 El Dorado Hills, CA 95762
 Attn: Mary Jo Cooper

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

Cooper Compliance

By: _____


By: _____
Name: Mary Jo Cooper
Title: President

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

**Funding Source: 160612.7323
(Business Unit & Account No.)**

Doc ID:

CA:Rev.07.2014



www.coopercompliance.com

2201 Francisco Dr., Suite 140-230
El Dorado Hills, CA 95762
916.933.3963

Work Scope and Cost for Cooper Compliance Corp Professional Services

July 25, 2014

Dear Ms. Elizabeth Kirkley,

Cooper Compliance Corp. (Cooper) is pleased to offer the City of Lodi Electric Utility department our continued professional services. Our proposed services includes designing, supporting, and monitoring a SharePoint system to gather maintenance, testing, and inspection records for all equipment.

Exhibit A provides the Scope of Work and Exhibit B provides the Fee Schedule.

We thank you for your business and look forward to continuing to provide professional support to the City of Lodi.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary Jo Cooper", with a long horizontal flourish extending to the right.

Mary Jo Cooper
President

Exhibit A - Scope of Work

Development and support of SharePoint maintenance, testing, and inspection record management system

Cooper has designed a SharePoint solution for recording and managing compliance with the NERC Reliability Standards associated with PRC-008 and PRC-005. The SharePoint site is used to record and monitor compliance. Automatic emails are sent when records are not recorded in a timely manner.

The City wishes to expand the SharePoint to include monitoring and tracking of other maintenance, testing, and inspection of the City's equipment. In particular the City wishes to ensure compliance with the CPUC Order General Order 174 filing. The City currently utilizes a Microsoft Access database to maintain these records.

A transition to SharePoint for logging the maintenance records provides the following benefits:

- Records are backed up and recoverable. The Access database currently used could become unstable, which is a common downside to using Access as a standalone product. A corruption in the database could cause loss of historical records.
- SharePoint works with workflows that will send automated reminders to ensure timely maintenance.
- SharePoint has the ability for technicians to record work remotely while immediately synchronizing with the internet.
- As a future project, Cooper can build a SharePoint application that will allow the City to automatically record inspections. The price of this project is not included within this proposal.

Cooper Compliance will build SharePoint forms to emulate the existing Microsoft Access Database forms to keep the user experience from changing. We will work with Lodi's staff to implement any enhancements identified during the project kickoff that better ensure the program meets all needs.

Exhibit B – Fee Schedule

The table below provides the cost for professional services described in this scope of work for a three year period.

Description	Fixed Price
<ul style="list-style-type: none"> Development of SharePoint maintenance, testing, and inspection record management system <p>This project is considered complete once all initial design requests have been implemented, tested, and accepted.</p>	\$8,000 fixed one-time charge
<ul style="list-style-type: none"> Support system 	T&M Not to exceed \$12,000/yr
Total professional services not to exceed for 3 years	\$44,000

Time & Material (T&M)

Cooper shall maintain a log for all time and materials spent for the T&M services that shall be provided with the monthly invoice. Our rates are listed below:

Title	Rate
President (Mary Jo Cooper)	\$235/hour
Director	\$190/hour
Senior / Manager	\$165/hour
Analyst	\$125/hour
Administrative Support	\$ 90/hour

Note 1: Estimated travel cost per year is approximately \$1,500.

Travel and living expenses

Travel and living expenses other are to be reimbursed at the US General Services Administration Physical Year Per Diem rate for the location in which the work is performed and may, at the sole discretion of Cooper, include a 15% processing fee.

Cooper shall invoice at the beginning of each month in the amount described above.

Purchase Orders should be forwarded to:

Ms. Mary Jo Cooper
 Cooper Compliance
 1745 Dorado Ridge Trail
 El Dorado Hills, CA 95762



EXHIBIT C

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

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

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

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

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

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

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

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

Insurance Requirements for Consultant (continued)

(c) **Limits of Coverage**

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(d) **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, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.

(g) **Failure to Comply**

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

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

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH COOPER COMPLIANCE OF EL
DORADO HILLS FOR SHAREPOINT DEVELOPMENT
SERVICES IN AN AMOUNT NOT TO EXCEED \$44,000

=====

WHEREAS, Cooper Compliance developed a data management system for Lodi's Electric Utility (LEU) to satisfy North American Electric Reliability Corporation (NERC) requirements; and

WHEREAS, this data management system provided the necessary documentation for the NERC audits; and

WHEREAS, although NERC compliance is no longer an immediate need due to LEU's NERC status being recently de-activated, the SharePoint data management system remains a valuable tool if NERC registration becomes necessary once again in the future; and

WHEREAS, this SharePoint system can also be expanded to accommodate inspection procedures and records as recommended by the California Public Utilities Commission (CPUC) General Orders 168 and 174, which are considered good utility practices; and

WHEREAS, staff recommends executing a new agreement with Cooper Compliance to expand the development of the SharePoint maintenance, testing and inspection record management system; and

WHEREAS, funding is included in FY2014/15 Budget Account Numbers 160612.7323.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Cooper Compliance of El Dorado Hills with Administration by the Electric Utility Director in an amount not to exceed \$44,000.

Dated: September 3, 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 September 3, 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 Execute Professional Services Agreement with Nolte Associates, Inc., of Manteca, for Preparation of Updated Operations and Maintenance Manual for White Slough Water Pollution Control Facility (\$86,400)

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Nolte Associates, Inc., of Manteca, for preparation of updated Operations and Maintenance Manual for White Slough Water Pollution Control Facility, in the amount of \$86,400.

BACKGROUND INFORMATION: The White Slough Water Pollution Control Facility (WSWPCF) has undergone multiple expansions and improvements over the years to meet increasingly stringent discharge standards, including the 2007 addition of tertiary filtration and the replacement of chlorine gas with ultraviolet light disinfection. The current Operations and Maintenance (O&M) Manual was prepared in 1977. Additionally, on March 20, 2014, the Regional Water Quality Control Board conducted an inspection of the WSWPCF and recommended that an O&M Manual be developed for the facility. In light of the expansions and improvements at WSWPCF, the age of the existing O&M Manual, and the Regional Board recommendation, staff recommends the preparation of an updated O&M Manual to serve as a guide for plant operation, preventive maintenance, training, and regulatory compliance.

Preparation of an updated manual was approved by Council as an optional task under the West Yost Associates (WYA) Task Order No. 35 on June 18, 2014. However, this work will not be executed under the WYA contract because the Nolte Associates, Inc., price is lower.

Staff recommends Nolte Associates, Inc., be awarded the project on the basis of recent experience, qualifications and price. Their proposal states the updated manual will be completed by March 2015, prior to the next scheduled visit by the Regional Water Quality Control Board staff.

FISCAL IMPACT: Improved operations and lower costs will result from implementation of the O&M Manual.

FUNDING AVAILABLE: Wastewater Operating Fund (170403)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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

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 NOLTE ASSOCIATES, 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 Preparation of an Updated Operations and Maintenance Manual for the White Slough Water Pollution Control Facility (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 15, 2014 and terminates upon the completion of the Scope of Services or on May 31, 2015, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

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: Kathryn M. Garcia, Compliance Engineer

To CONTRACTOR: Nolte Associates, Inc.
 1215 W. Center Street, Ste. 201
 Manteca, CA 95337

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

NOLTE ASSOCIATES, INC.

By: _____


By: _____
Name: Dave Richard
Title: Vice President

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

Funding Source: 170403.7323
(Business Unit & Account No.)



NOLTE VERTICAL FIVE

July 28, 2014
BDNCWAT-WP-MT

Kathryn Garcia
Compliance Engineer
City of Lodi
221 West Pine Street
Lodi, CA 95240

SUBJECT: Revised Proposal for Preparation of an Updated Operations and Maintenance Manual for the City of Lodi White Slough Water Pollution Control Facility

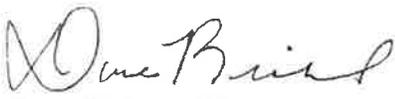
Dear Kathryn:

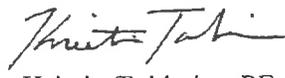
We understand the City of Lodi White Slough Water Pollution Control Facility (WPCF) has undergone multiple expansions and improvements over the years to meet increasingly stringent discharge standards including the recent addition of tertiary filtration and the replacement of chlorine gas with ultraviolet light disinfection. In light of the recent expansions and improvements and the "age" of the existing operations and maintenance manual (circa 1977), we are pleased to assist the City of Lodi in the preparation of an updated operations and maintenance manual to serve as a guide for plant operation, maintenance, training, and regulatory compliance. In terms of schedule, we anticipate completion of the updated document by March 2015 prior to the next scheduled plant visit by the Regional Water Quality Control Board staff. Enclosed is our proposed scope of services and fee estimate for your consideration.

If you should have any questions, please feel free to contact us at 239-9080. We will be glad to provide additional information on our proposal or to meet with you to discuss in more detail.

Sincerely,

Nolte Associates, Inc.
(a NV5, Inc. company)


Dave Richard, PE
Vice President


Kristin Tokheim, PE
Senior Engineer

OFFICES NATIONWIDE

1215 WEST CENTER STREET, STE 201 | MANTECA, CA 95337 | WWW.NV5.COM | OFFICE 209.239.9080 | FAX 209.239.4166

CONSTRUCTION QUALITY ASSURANCE • INFRASTRUCTURE ENGINEERING • MUNICIPAL OUTSOURCING • ASSET MANAGEMENT • ENVIRONMENTAL SERVICES

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**EXHIBIT A
PREPARATION OF AN UPDATED
OPERATIONS AND MAINTENANCE MANUAL FOR
THE CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
SCOPE OF SERVICES**

July 2014

The City of Lodi White Slough Water Pollution Control Facility (WPCF) has undergone expansions and improvements over the years to meet increasingly stringent discharge standards. As an example, a project completed in 2005 included the addition of tertiary filtration and the replacement of chlorine gas with ultraviolet light disinfection. Similarly, completed in 2007, plant improvements included influent screen, aeration basin modifications, secondary clarifier, digester upgrade, and rotary fan presses for solids dewatering. In view of the significant physical changes that have occurred, an updated operations and maintenance manual (O&M Manual) has been requested by the City of Lodi (City). The O&M Manual is intended to serve as a guide for plant operation, maintenance, training, and regulatory compliance.

Nolte Associates, Inc. (Consultant) will provide engineering services for preparation of the O&M Manual. A detailed scope of services is presented below.

Task 1 – Site Visits and Meetings with Operational Staff

Four site visits and meetings with the treatment plant operational staff are anticipated for the Consultant. One site visit is required for a comprehensive tour of the WPCF. Site visits two and three are recommended to document operational procedures, process control parameters, and operator adjustments for liquid and solids trains, respectively. A fourth site visit will focus on a review of emergency operating procedures, flow diversions, and reporting requirements. Meetings with operational staff will also serve to confirm O&M Manual contents and specific informational needs.

Task 2 – Review Engineering Documents, Regulatory Correspondence/Permit Documentation, Current O&M Manual, and Contractor-Furnished Equipment Operation and Maintenance Information

The Consultant will review regulatory correspondence/permit documentation and engineering documents (e.g. design drawings or record drawings) furnished by the City for the recent plant expansion and upgrade projects. The current O&M Manual will also be reviewed. City-furnished documents in electronic format are assumed. In addition, the construction contractor(s) for the recent projects were required to furnish operations and maintenance information for all equipment supplied under the construction contract. The Consultant will review the information provided and incorporate key equipment supplier recommendations into the O&M Manual. Supplier recommendations to be included in the O&M Manual include lubrication and overhaul schedules, preventative maintenance, and troubleshooting.

Task 3 – Prepare Draft Operations and Maintenance Manual

The draft O&M Manual will be divided into six sections as described further in the subtasks below. Each section of the draft O&M Manual will be a separate submittal to the City and will include three copies for review and comment.

3.1 – Introduction and Design Criteria

The O&M Manual will include an introductory section that provides descriptions and schematics of the overall liquid and solids treatment trains and tables that summarize design criteria.

3.2 – System Descriptions

The O&M Manual will include all plant systems, both existing and new. Each process and utility system will be described in detail, including equipment and instrumentation functions, Standard Operating Procedures (SOPs), possible modes of operation, and controls as follows:

- Plant Process Summary
- Headworks and Grit Removal
- Influent Pumping
- Primary Treatment
- Secondary Treatment
- Tertiary Treatment
- Ultraviolet Disinfection
- Storage and Equalization
- Effluent Irrigation and Discharge
- Solids Thickening
- Anaerobic Digestion
- Solids Storage and Dewatering
- Electrical Power Distribution
- Process Instrumentation
- Control Systems
- Water Systems
- Drainage Systems
- Heating and Ventilation
- Chemical Feed Systems
- Plant Air System
- Landscaping Irrigation
- Septic Tank Disposal
- Plant Construction History
- Tank and Basin Volumes

- Equipment Abbreviations List

3.3 – Components List

The O&M Manual will include a tabular listing of all plant equipment for easy reference. The following information will be listed:

- Names: Equipment names grouped by identical items
- Numbers: Number of items and their equipment numbers
- Model: Manufacturer, model, type, and size, if applicable
- Ratings: Capacity, flow, volume, pressure, horsepower, etc.

3.4 – Operations Procedures

The O&M Manual will include step-by-step SOPs. All operating procedures will be developed in the field with the plant staff. Examples of the types of procedures include:

- Startup and shutdown of processes, tanks, and equipment
- Changes in operating modes and flexibility in piping configurations
- Any operations which require specific step-by-step procedures

3.5 – Alarm Response

The O&M Manual will include a description of all plant alarms, including the following information:

- Name and number of the alarm
- Type and location of the device generating the alarm
- Procedures for verifying the alarm condition
- How the alarm condition could impact operations
- Analyzing the cause of the alarm and taking corrective action

3.6 – Schematics

Field-verified schematics will be developed for each of the following processes:

- Plant Process Summary
- Plant Site Layout
- Design Data
- Hydraulic Profile
- Headworks and Grit Removal
- Influent Pumping

- Primary Treatment
- Secondary Treatment Overview
- Aeration Basins
- ML Splitter Box, Clarifiers, and RAS Pumping
- RAS/WAS/Scum Pump Station
- Tertiary Treatment Overview
- Filter Pump Station
- Filtration System
- Ultraviolet Disinfection
- Effluent Irrigation and Discharge
- Water Systems
- Service Air System
- Solids Thickening
- Anaerobic Digestion
- Solids Storage and Dewatering
- Electrical Power Distribution
- Drainage Systems

Task 4 – Submit Final Operations and Maintenance Manual

Based on input from the plant operational staff and other City review comments, the Consultant will revise the O&M Manual and submit three hard copies and one electronic copy to the City. The document will include electronic links to allow for quick reference of critical information by plant staff.

**EXHIBIT B
 PREPARATION OF AN UPDATED
 OPERATIONS AND MAINTENANCE MANUAL FOR
 THE CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
 SCHEDULE OF CHARGES**

July 2014

Task 1	Site Visits and Meetings with Operational Staff	\$7,500
Task 2	Review Engineering Documents, Regulatory Correspondence/ Permit Documentation, Current O&M Manual, and Contractor-Furnished Equipment Operation and Maintenance Information	\$8,500
Task 3	Prepare Draft Operations and Maintenance Manual	
	3.1 Introduction and Design Criteria	\$5,800
	3.2 System Description	\$22,500
	3.3 Components List	\$4,600
	3.4 Operations Procedure	\$10,100
	3.5 Alarm Response	\$5,200
	3.6 Schematics	\$12,700
Task 4	Submit Final Operations and Maintenance Manual	\$9,500
	TOTAL	\$86,400



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

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

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

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

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

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

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

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

Insurance Requirements for Consultant (continued)

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

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

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC., OF MANTECA, FOR THE PREPARATION OF AN UPDATED OPERATIONS AND MAINTENANCE MANUAL FOR THE WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

WHEREAS, the White Slough Water Pollution Control Facility (WSWPCF) has undergone multiple expansions and improvements over the years to meet increasingly stringent discharge standards; and

WHEREAS, the current Operations and Maintenance (O&M) Manual for the WSWPCF was prepared in 1977; and

WHEREAS, on March 20, 2014, the Regional Water Quality Control Board conducted an inspection of the WSWPCF and recommended that an O&M Manual be developed for the facility; and

WHEREAS, in light of the expansions and improvements at WSWPCF, the age of the existing O&M Manual, and the Regional Board recommendation, staff recommends the preparation of an updated manual to serve as a guide for plant operation, maintenance, training, and regulatory compliance; and

WHEREAS, the preparation of an updated manual was approved by City Council as an optional task under the West Yost Associates Task Order No. 35 on June 18, 2014; however, staff solicited proposals from two additional consultants and now recommends Nolte Associates, Inc., perform the work.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Nolte Associates, Inc., of Manteca, California, for the preparation of an updated Operations and Maintenance Manual for the White Slough Water Pollution Control Facility, in the amount of \$86,400.

Dated: September 3, 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 September 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement with Central Valley Clean Water Association for Participation in Phase I of the Freshwater Mussels Special Project

MEETING DATE: September 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreement with Central Valley Clean Water Association for participation in Phase I of the Freshwater Mussels Special Project.

BACKGROUND INFORMATION: The Central Valley Clean Water Association (CVCWA) was formed to represent the interests of wastewater agencies in the Central Valley in regulatory matters and to support the exchange of information so member agencies can best meet their business challenges. The intent of CVCWA is to approach inland surface water discharge and land application regulatory matters with a perspective that balances environmental and economic interests and to speak with a unified voice from its members and partnering organizations. When necessary, CVCWA takes legislative and judicial steps to further its purpose. The City of Lodi has participated in the CVCWA since 1987.

In 2013, the United States Environmental Protection Agency (USEPA) published final national recommended water quality criteria for the protection of aquatic life from the toxic effects of ammonia in freshwater. The new ammonia criteria reflect the latest scientific knowledge on the toxicity of ammonia to freshwater aquatic life, including new data on sensitive freshwater mussels and gill-breathing snails. The 2013 criteria vary based on pH and temperature, and supersede USEPA's 1999 ammonia criteria.

Recently, the Central Valley Regional Water Quality Control Board (Board) distributed a letter per California Water Code Section 13267 Order for Information: 2013 Final Ammonia Criteria for Protection of Freshwater Aquatic Life to Publicly Owned Treatment Works (POTWs) requiring information regarding implementation of the USEPA's 2013 ammonia criteria. This letter, included as Attachment A, requires POTWs address the implementation of the new ammonia criteria through development of a technical report. In addition, the 13267 letter requires POTWs to conduct weekly receiving water and effluent monitoring for pH and temperature.

This program is expected to have two phases. Phase 1 is a literature review of native freshwater mussels in the Central Valley, development of field study methodologies, and discussions with regulators and experts regarding implementation of future permit requirements. The scope of Phase 2 will be determined by Phase 1 and may include site specific field studies. At this time, CVCWA is involved in the Freshwater Mussel Collaborative Study, which will be performed as a CVCWA Freshwater Mussel Special Project and will be a collaborative effort between an estimated 35 to 40 public agencies. The number of agencies involved is still being developed.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreement with Central Valley Clean Water Association for Participation in Phase I of the Freshwater Mussels Special Project
September 3, 2014
Page 2

The City's share of the cost for Phase 1 of the project (literature review) is estimated to be \$11,000. Payment will be made in one installment, as reflected in Exhibit D to the agreement (Attachment B). This cost is less than if the City were to independently conduct this study. Staff therefore recommends participation in the collaborative control study managed through CVCWA.

FISCAL IMPACT: Non-compliance with this mandated program will result in administrative fines from the State.

FUNDING AVAILABLE: Wastewater Utility Fund (170403): \$11,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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



RECEIVED

Attachment A

APR 08 2014

CITY OF LODI
MUNICIPAL SERVICE CENTER



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

3 April 2014

Larry Parlin
City of Lodi
White Slough Water Pollution Control Facility
1331 South Ham Lane
Lodi, CA 95242

California Water Code Section 13267 Order for Information: 2013 Final Ammonia Criteria for Protection of Freshwater Aquatic Life

Recent changes to ammonia toxicity criteria could result in more stringent effluent limits for ammonia for your wastewater treatment plant – limits that some wastewater treatment plants are not currently capable of meeting. This letter describes the changes to ammonia toxicity criteria and actions that dischargers can take to develop the information needed by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) to properly apply the new criteria to your discharge.

The United States Environmental Protection Agency (USEPA) recently published¹⁹⁶ final national recommended water quality criteria for the protection of aquatic life from the toxic effects of ammonia in freshwater.¹⁹⁷ The new ammonia criteria vary based on pH and temperature, and reflect the latest scientific knowledge on the toxicity of ammonia to freshwater aquatic life, including new data on sensitive freshwater mussels and gill-breathing snails. The 2013 criteria supersede USEPA's 1999 ammonia criteria.¹⁹⁸

USEPA's ammonia criteria are used by Central Valley Water Board staff to establish effluent limits for ammonia in NPDES permits. Under most conditions the 2013 ammonia criteria are more stringent than the 1999 ammonia criteria when mussels are present in the receiving water. This will result in more stringent effluent limits. Although freshwater mussels and gill-breathing snails are widely distributed in the continental United States, they may not be present for your specific receiving water. The 2013 ammonia criteria document states that, "*unionid mussel species are not prevalent in some waters, such as the arid west.*" and provides that, "*In the case of ammonia, where a state demonstrates that mussels are not present on a site-specific basis, the recalculation procedure may be used to remove the mussel species from the national criteria dataset to better represent the species present at the site.*"

The 2013 ammonia criteria document contains recalculation procedures for situations where mussels are not present in the receiving water and typically result in less stringent criteria.

¹⁹⁶ Federal Register, Vol. 78, No. 163, 22 August 2013

¹⁹⁷ Aquatic Life Ambient Water Quality Criteria for Ammonia – Freshwater 2013, April 2013 (EPA 822-R-13-001)

¹⁹⁸ 1999 Update of Ambient Water Quality Criteria for Ammonia, December 1999 (EPA-822-R-99-014)

However, limited information is currently available regarding the presence/absence of mussels in Central Valley Water Board waterways. Without information showing mussels are not present, in order to protect the beneficial uses of a waterbody it may be necessary to assume mussels are present when determining applicable ammonia criteria. If a discharger can submit sufficient information indicating mussels are not present in the receiving water, the recalculation procedures may be used to determine the appropriate ammonia criteria.

For illustrative purposes, Table 1 below, compares typical ammonia effluent limits developed using the 1999 criteria, 2013 criteria with mussels present, and 2013 criteria recalculated with mussels absent. The limits are for three POTW's in the Central Valley Region and were calculated using actual pH and temperature data for these facilities. Although each facility will be different based on site-specific circumstances, this shows the impact the new 2013 criteria can have on the stringency of effluent limits.

Table 1. Comparison of Ammonia Effluent Limits using 1999 and 2013 Ammonia Criteria

Discharger Location	Averaging Period	1999 Criteria (mg/L - as N)	2013 Criteria Mussels Present (mg/L - as N)	2013 Criteria Mussels Absent (mg/L - as N)
Foothills	Average Monthly	1.2	0.7	1.2
	Maximum Daily	3.1	1.7	3.1
Delta	Average Monthly	1.1	0.3	0.7
	Maximum Daily	2.1	0.7	1.9
Valley	Average Monthly	1.1	0.2	0.7
	Maximum Daily	2.1	0.7	1.9

Central Valley Water Board staff has evaluated possible alternatives that dischargers may choose to address the implementation of the new 2013 ammonia criteria in their permits.

Option 1: Conduct Mussel Study to Evaluate Presence/Absence of Mussels. The discharger, either individually or as part of a coordinated effort with other dischargers, could conduct literature searches of historical mussel surveys and/or conduct site-specific mussel surveys to evaluate the presence/absence of mussels in the receiving water. USEPA has developed guidance and procedures for conducting mussel surveys to determine if mussels are present in a waterbody.¹⁹⁹

¹⁹⁹ Technical Support Document for Conducting and Reviewing Freshwater Mussel Occurrence Surveys for the Development of Site-Specific Water Quality Criteria for Ammonia, August 2013 (EPA 800-R-13-003)

Option 2: Assume Mussels are Present (No Study). In some circumstances it may not be prudent or necessary to conduct a mussel study. In some areas historical surveys demonstrating the presence of mussels may have already been completed. In other situations, a discharger could calculate the effluent limits that would result from using the new 2013 ammonia criteria with mussels present, determine whether their facility can feasibly comply with the new effluent limits, and choose to not conduct additional mussel studies. Central Valley Water Board staff is available to assist dischargers in the evaluation of the effluent limits.

Central Valley Water Board staff plan to implement the new 2013 ammonia criteria in NPDES permits during the normally scheduled five-year permit renewals. The process for evaluating the presence/absence of mussels in the receiving water could be lengthy. Therefore, it is important to begin the evaluation early to ensure adequate information is available for inclusion in the Report of Waste Discharge for your next permit renewal. Section 13267 of the California Water Code provides that the Regional Water Board may require technical reports of dischargers to state waters. As discussed below, reports are needed to ensure that NPDES permits include ammonia limitations that are protective of receiving water beneficial uses.

CALIFORNIA WATER CODE SECTION 13267 REQUEST FOR TECHNICAL REPORTS

Section 13267 of the California Water Code states, in part:

In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging...or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging... waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.

Section 13268 of the California Water Code states, in part:

(a) Any person failing or refusing to furnish technical or monitoring program reports as required by subdivision (b) of Section 13267...or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in accordance with subdivision (b).

(b)(1) Civil liability may be administratively imposed by a regional board in accordance with Article 2.5 (commencing with section 13323) of Chapter 5 for a violation of subdivision (a) in an amount which shall not exceed one thousand dollars (\$1,000) for each day in which the violation occurs.

The technical report required by this Order is necessary to develop updated ammonia effluent limitations that are protective of beneficial uses. The Discharger owns and operates the wastewater treatment facility subject to this request.

Pursuant to California Water Code section 13267, the Discharger shall:

118. By **15 July 2014**, submit letter to inform Central Valley Water Board staff of your intentions for moving forward regarding this issue (i.e., which of the options above you intend to pursue). If you intend to pursue Option 1, indicate whether you plan to evaluate the presence/absence of mussels for your site-specific discharge individually, or if you will be participating in a group study.
119. The following technical reports must be submitted to the Central Valley Water Board under the following schedule.
- a. For **Option 1**, an individual or group mussel study may be performed.
 - i. **Individual Mussel Study** – Submit final report by **1 April 2015**. This date may be extended on a case-by-case basis with a written extension from the Executive Officer in cases where studies involve on-site mussel surveys instead of literature studies.
 - ii. **Group Mussel Study** – Submit final report(s) by **1 October 2015**. This date may be extended on a case-by-case basis with a written extension from the Executive Officer in cases where studies involve field mussel surveys instead of literature studies.
 - b. For **Option 2**, submit method of compliance report by **1 April 2015**. The report must indicate how the facility plans to comply with the 2013 ammonia criteria calculated with the assumption of mussels present (e.g., can achieve required limits, mixing zone analysis, etc.).
120. **Effluent and Receiving Water Monitoring.** In order to evaluate the appropriate 2013 ammonia criteria it is necessary to have an adequate pH and temperature dataset, which in most cases includes, at minimum, weekly monitoring of the effluent and first downstream receiving water monitoring location. Most POTW's are already monitoring at this frequency per their NPDES permit monitoring and reporting programs. **If your NPDES permit currently does not require at least weekly monitoring of pH and temperature as described above, beginning 1 July 2014 and ending 30 June 2015, during periods when discharging to surface water you are required to conduct weekly monitoring of the effluent and first downstream receiving water monitoring location for pH and temperature.²⁰⁰ The results of this monitoring shall be submitted with your self-monitoring reports in accordance with your NPDES permit.** There may be situations where this monitoring is not appropriate or necessary. Upon submittal of a request and justification for modification these monitoring requirements may be modified through written approval by the Executive Officer.

²⁰⁰ A hand-held field meter may be used for this monitoring, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained at the Facility.

Please be advised that failure to comply with this Order to submit technical reports may result in further enforcement action, including civil liabilities of up to \$1,000 per day for late or inadequate reports.

Central Valley Water Board staff and the Central Valley Clean Water Association will hold a joint information meeting in the Sacramento area on **23 April 2014** to discuss the requirements of this letter. If you wish to attend this meeting, rsvp to Debbie Webster, Central Valley Clean Water Association, by email at eofficer@cvcwa.org by **11 April 2014**. For more details regarding the meeting, please visit the Central Valley Clean Water Association's website at <http://www.cvcwa.org/>.

Questions regarding this letter or any requests for assistance should be directed to below listed Central Valley Water Board staff.

County Discharge Located	NPDES Permitting Contact
Amador, Colusa, El Dorado, Lake, Napa, Nevada, Placer, Sierra, Sutter, Yolo, Yuba,	Gayleen Perreira (916) 464-4824 Gayleen.Perreira@waterboards.ca.gov
Alameda, Alpine, Calaveras, Contra Costa, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne	Jim Marshall (916) 464-4772 James.Marshall@waterboards.ca.gov
Lassen, Modoc, Shasta, Siskiyou, Butte, Glenn, Plumas, Tehama	Stacy Gotham (530) 224-4993 Stacy.Gotham@waterboards.ca.gov
Fresno, Kern, Kings, Madera, Mariposa, Merced, San Benito, and Tulare	Matt Scroggins (559) 445-6042 Matt.Scroggins@waterboards.ca.gov



Pamela C. Creedon
Executive Officer

cc: Dave Smith, U.S. Environmental Protection Agency, Region IX, San Francisco
Phil Isorena, State Water Resources Control Board, Sacramento
Debbie Webster, Central Valley Clean Water Association

Statement of Commitment to be part of the CVCWA Phase 1 Freshwater Mussels Special Project

The City of Lodi is committed to fund and participate in the CVCWA Phase 1 Freshwater Mussels Special Project, per the participation rules for a Major Funding Agency as described in Exhibit D to the Contract for Freshwater Mussels Collaborative Study for Wastewater Treatment Plants.

Signed:

Date:

Stephen Schwabauer
City Manager

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Robison
City Clerk

Janice D. Magdich
City Attorney



DRAFT

Exhibit D
to the Agreement between
the Central Valley Clean Water Association and _____

CVCWA Phase 1 Freshwater Mussels Study

CVCWA Freshwater Mussels Special Project

Special Provisions

A. PROJECT MANAGEMENT TEAM

1. The Project Manager Team shall be two members of the CVCWA Freshwater Mussels Special Project in good standing, elected by majority of the Freshwater Mussels Special Project Steering Committee Members.
2. The Project Management Team shall manage and coordinate performance of the approved Scope of Work.
3. The Project Management Team shall coordinate with the Funding Agencies regarding the need for funds to be deposited with CVCWA in order to carry out the Scope of Work.
4. The Project Management Team shall review and approve the invoices submitted by CONSULTANT. A member of the Project Management Team shall authorize CVCWA to release funds in payment of the invoices only if sufficient funds are on deposit in the Special Project Account.
5. Should any member of the Project Management Team no longer be able or willing to fulfill the duties of a Project Manager, a new Project Manager shall be elected to the Project Management Team.

B. FUNDING AGENCIES, COST SHARING, AND REGULATORY BENEFITS

1. Funding Agencies

- a. Major Funding Agencies:

A Major Funding Agency is an agency which shares in the funding of this Special Project in accordance with the cost sharing formula described in Section B.2. below. Major Funding Agencies shall be members of the Freshwater Mussels Special Project

and of the Steering Committee, and shall have a vote as described in Sections C and E below.

b. Minor Funding Agencies:

Other CVCWA member agencies and non-CVCWA members may be interested in contributing to this effort, but not at the level of the Major Funding Agencies. A Minor Funding Agency is a CVCWA member or non-member agency that contributes \$xx,xxx (To be set at twice the funding level in Tier 5) or more or towards this Special Project.¹ Minor Funding Agencies will not receive regulatory credit towards this project as described below. Information concerning this Special Project may be shared with minor funding agencies at the discretion and as authorized by the Steering Committee. Minor Funding Agencies will receive access to final reports submitted to the Central Valley Regional Water Quality Control Board in compliance with the 13267 letter.

c. Addition of Funding Agencies

Major and Minor Funding Agencies may join at any time. However, new Major Funding Agencies will be required to contribute at the full contribution level for their appropriate tier, to the current work in progress unless otherwise approved by the Steering Committee, and to any additional costs to cover the addition of their agency. Contributions for new Major Funding Agencies which change tiers after the start of the project will be required to contribute based on current permitted flow. With additional Funding Agencies, the cost sharing formula for Major Funding Agencies may be reapportioned to reflect the contribution of the additional Funding Agencies.

2. Cost Sharing

a. Tier Levels and Associated Contribution for Major Funding Agencies

The funding for this project is intended to be shared on a 5-tiered basis, based on permitted flow, among the Major Funding Agencies minus any other contributions from Minor Funding Agencies. The funding for the Scope of Work will be provided by the Major Funding Agencies under the following 5-tiered system. Tiers are based on the Funding Agency's permitted flow²:

¹Full payment of at least \$xx,xxx (same as above) must be received before an agency qualifies for Minor Funding Agency status.

²Funding Agencies which change tiers during the scope of the contract will be billed at the tier level indicative of the design flow on July 1st of that fiscal year in which the billing is for.

Tier Levels and Associated Contribution

Permitted Flow	Tier Level	Contribution towards Scope
flow \geq 20 mgd	1	\$19,000
10 mgd \leq flow < 20 mgd	2	\$15,000
5 mgd \leq flow < 10 mgd	3	\$11,000
1 mgd \leq flow < 5 mgd	4	\$6,000
0 mgd \leq flow < 1 mgd	5	

Contribution amounts to be finalized. Currently includes the maximum amounts based on firm participation indicated by those agencies at July 7, 2014 meeting. The numbers in the table are anticipated to either remain the same or go down if additional agencies participate.

b. Payment Schedule

Complete payments from the Funding Agencies must be made within 30 days of receiving invoice.

c. Administrative Surcharge for Major Funding Agencies that are not Members of CVCWA in Good Standing

Major Funding Agencies who are not member agencies of CVCWA in good standing shall contribute an additional five percent (5%) of their respective share to cover contract administrative cost by CVCWA. This additional contribution shall be deposited in CVCWA's general fund.

d. Maximum Payment to Consultant

The maximum payment to the consultant under this Agreement shall not exceed \$250,000 (to be adjusted based on final contract amount) unless approved by the Steering Committee pursuant to section C and E of this exhibit. A portion may also be set aside by the Steering Committee as a reserve for additional work efforts. Expenditures of the reserves will only be authorized by the Steering Committee.

e. Reimbursement to CVCWA General Fund for CVCWA Executive Officer and Administrative Efforts toward this project

A portion of the special project contributions, estimated at \$25,000 (note: currently estimated based on an average level of commitment of 15 hours per month from the CVCWA Executive Officer for efforts towards this project from April 2014-June 2015

and some administrative time), is designated to reimburse the CVCWA General Fund for CVCWA Executive Officer and Administrative Services efforts towards the formation and implementation of the Phase 1 Group Mussels Study. The reimbursement rate will be the same as CVCWA's compensation rate for executive officer and administrative services. CVCWA will provide the project managers with regular statements showing the number of hours monthly dedicated to the project by the executive officer and administrative assistant, the reimbursement rate, and the amount and date of fund transfers.

f. Phase 1 Effort

The Scope of this Agreement is to provide services for a collaborative study to provide a literature review of Freshwater Mussels in the Central Valley, develop a field study recommendations and work towards regulatory consensus on these issues. Based on the outcome of this work, future work, including field studies, may be needed or desired. The scope and cost sharing allocations do not account for this future work. Any future work will be discussed and determined by the Steering Committee and may require a separate contracting and cost sharing mechanism.

g. Major Funding Agencies and Contribution towards Scope To be filled in

Major Funding Agencies and Associated Tiers and Contributions

Major Funding Agencies ³	Factor		Contribution towards Scope
	ADWF (MGD)	Tier ⁴	
City of Live Oak			
City of Brentwood			

³ Major Funding Agencies may change without contract modification. CVCWA will notify the contractor of changes in Major Funding Agencies.
⁴ Tier based on permitted design flow as of June 19, 2014.

h. Additional Work Due to Addition of New Funding Agency

If additional work is added and approved by the Steering Committee due to the addition of a new Major Funding Agency, the new Major Funding Agency will be responsible for the additional contract and administrative costs, in addition to its contribution as a Major Funding Agency. The Steering Committee may refuse addition of new Funding Agencies if the additional work could cause the project to be delayed or deadlines to be missed.

i. Withdrawal

- i. Any Funding Agency may withdraw from the project by providing thirty days written notice to the Project Manager.
- ii. A Funding Agency that withdraws shall be liable for that agency's share of the funding that has been deposited and not entitled to a reimbursement.
- iii. Upon withdrawal of any Funding Agency, the Steering Committee may revise the cost-sharing amounts set forth above to reapportion the withdrawing agency's contribution among the remaining agencies.
- iv. Upon withdrawal of any Funding Agency, CVCWA will notify the Regional Water Board that the Agency is no longer participating in the CVCWA Freshwater Mussels Special Project as of the date of the withdrawal.
- v. A Funding Agency that withdraws from the project will no longer have Steering Committee privileges, including access to work products or discussions after the date of withdrawal.
- vi. Failure to contribute per the payment schedule above is grounds for withdrawal from this Special Project. CVCWA will provide written notice to a Funding Agency whose payment is delinquent. The Funding Agency must respond within 30 days or will be deemed as desiring withdrawal from the Special Project. Final decisions regarding the status of Funding Agencies with delinquent payments will be determined by the Steering Committee.

j. Reallocation of Costs

- i. At the conclusion of the work authorized by this Agreement, any excess funds shall be returned or credited to active Major Funding Agencies in the following order:
 - a) Active Major Funding Agencies who contributed more than required in their Tier Level shown in B.2.a plus any additional cost share approved by the Steering Committee or required due to Provision B.2.g. above, will be credited or refunded the amount paid over their stated Tier Level amount;

- b) The remaining excess funds will be credited to each active Major Funding Agency in proportion to the amount each active Major Funding Agency contributed minus any credit described in B.2.j.i.a or cost due to B.2.g.

Rather than have excess fund credits returned to a Major Funding Agency, the Major Funding Agency may elect to have these funds credited towards another CVCWA effort (such as dues, special projects, special contributions, etc.) by notifying CVCWA of the request in writing.

- ii. In the event that this Agreement is amended and results in increased costs, Funding Agencies may elect to make additional contributions to support the additional work. These additional contributions may be in the form of rolling over any excess funds from prior phases of the project.

3. Regulatory Benefits

A major goal of this Special Project is to provide regulatory credit with the Regional Water Board for participation in a collaborative Freshwater Mussels Study (Literature Review portion only). Only at the full level of contribution will a Major Funding Agency be credited by CVCWA as participating in this project with the Regional Water Board. Minor Funding Agencies will not be credited by CVCWA as participating in this collaborative study with the Regional Water Board. CVCWA will notify the Regional Water Board in writing of the status of Major Funding Agencies.

C. STEERING COMMITTEE

1. CONSULTANT will provide the services described in Exhibit A subject to direction from the Steering Committee. The Steering Committee shall consist of one representative of each of the Major Funding Agencies. Each Major Funding Agency shall designate one principle representative and one alternate, who will participate in Steering Committee meetings in the absence of the principle representative. A Major Funding Agency may designate a non-employee (consultant) to serve as its principle or alternate representative, solely at its cost. However, the non-employee must agree in writing that materials and discussions concerning this special project are proprietary and will not be used for other projects or the benefit of other work. The Steering Committee may waive this requirement on a case-by-case basis.
2. Each member of the Steering Committee shall have one vote.
3. Greater than 20% of the Steering Committee members must be represented in person or by conference call to constitute a meeting quorum. Once a quorum is established, the meeting may continue and business may proceed until the meeting is closed by the majority of Steering Committee members present or when less than 10% of Steering Committee members are present.

4. The Steering Committee shall:

- a. Appoint a Project Manager.
- b. Accept and approve final work products prepared by CONSULTANT.
- c. Define and authorize work on the tasks identified in Appendix B, or other tasks as determined by the Steering Committee.
- d. Approve revisions to the Scope of Services, project phases, schedule or project budget within the limitations established between the CVCWA and Consultant. No changes to the Scope of Services or budget shall be effective unless approved by the Steering Committee.
- e. Make other determinations as appropriate and described herein.

D. **REGULATORY SUPPORT COMMITTEE**

A Regulatory Support Committee comprised of 2-3 representatives from the Steering Committee and the CVCWA Executive Officer may be established to participate in the regulatory work group discussion.

E. **DECISION MAKING**

1. All Steering Committee members are encouraged to actively participate in this Special Project.
2. At least a majority (greater than 50%) vote of the Steering Committee present either in person or by conference call is required for action.
3. Steering Committee members will be required to review discussion draft and final report materials shared with the Regulatory Workgroup. All final materials shall have Steering Committee, and sometimes CVCWA Board approval prior to submittal to the Regional Water Board.

F. **OWNERSHIP OF WORK PRODUCTS**

1. All technical data, reports, documents, or other work products of CONSULTANT provided pursuant to the Scope of Services, shall become the property of the Major Funding Agencies and CVCWA and shall be delivered to the Steering Committee upon completion or request. CONSULTANT may retain copies for its files and internal use.
2. Release of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved by the

Steering Committee or the CVCWA Board if the Steering Committee is no longer active. No document prepared pursuant to this Agreement shall be deemed final unless approved by the Steering Committee.

G. RESPONSIBILITIES OF FUNDING AGENCIES

1. In order to provide for a cost-effective and collaborative process in completing this Agreement, Major Funding Agencies agree to the following in the timeframe requested by the Steering Committee and/or Consultant and at the cost of the Funding Agency:
 - a. To provide data and other information necessary to the project. Major Funding Agencies agree to provide the data in the format requested (i.e. excel spreadsheet, etc.).
 - b. To provide information concerning receiving and effluent flow and quality, as needed, and characteristics in the vicinity of the discharge.
 - c. To share results of ammonia control actions, including cost, pollution prevention efforts and assessments, etc.
 - d. To notify the Steering Committee and Consultant of any operational, treatment plant, disposal or collection system changes that could impact ammonia or other aspect of this Freshwater Mussels Study.
 - e. To provide access to the Funding Agency's facilities, if needed.
 - f. To actively participate in the Steering Committee meetings. If the primary steering committee member is not available for a meeting, to have the alternate participate, if possible, and to share information concerning meetings, decisions, and action items within your Agency.
 - g. To provide timely review and input of documents.
 - h. To participate in the development of work products not covered by the scope of this Agreement, but where the Steering Committee deems a committee-developed work product is desired.
2. Funding Agencies acknowledge that this Agreement is not intended and will not fulfill all requirements in the Regional Water Board April 13267 letter. Additional cost to comply with the Freshwater Mussels Study and 13267 letter, including field studies, monitoring and any compliance assessments, will be the responsibility of the Funding Agency.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CENTRAL VALLEY CLEAN WATER ASSOCIATION FOR
PARTICIPATION IN PHASE I OF THE FRESHWATER
MUSSELS SPECIAL PROJECT

WHEREAS, since 1987, the City of Lodi has participated in the Central Valley Clean Water Association (CVCWA), which was formed to represent the interests of wastewater agencies in the Central Valley in regulatory matters and to support the exchange of information so member agencies can best meet their business challenges; and

WHEREAS, due to recently-published United States Environmental Protection Agency (USEPA) updated water quality criteria, the Central Valley Regional Water Quality Control Board distributed a letter per California Water Code Section 13267 Order for Information: 2013 Final Ammonia Criteria for Protection of Freshwater Aquatic Life to Publicly Owned Treatment Works (POTWs) requiring information regarding implementation of the USEPA's 2013 ammonia criteria. This letter requires POTWs address the implementation of the new ammonia criteria through development of a technical report and to conduct weekly receiving water and effluent monitoring for pH and temperature; and

WHEREAS, at this time, CVCWA is involved in the Freshwater Mussel Collaborative Study, which will be performed as a CVCWA Freshwater Mussel Special Project and will collaborate efforts between an estimated 35 to 40 public agencies; and

WHEREAS, staff recommends participation in the collaborative control study managed through CVCWA, as the cost is less than completing the study independently.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement with the Central Valley Clean Water Association for participation in Phase I of the Freshwater Mussels Special Project.

Dated: September 3, 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 September 3, 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 Lodi Police Department to Participate in the Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Appropriate Funds in the Amount of \$154,000

MEETING DATE: September 3, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing Lodi Police Department to participate in the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety and appropriate funds in the amount of \$154,000.

BACKGROUND INFORMATION: Lodi has a significant problem with alcohol and speed-related fatal and injury collisions, including those involving pedestrians, bicyclists, hit-and-run drivers, and motorcyclists.

The OTS develops rankings based on the Statewide Integrated Traffic Records System data for collisions reported by agencies other than the California Highway Patrol. In the most recent rankings from 2011, Lodi ranks 37th out of 103 California municipalities in the 50,000 to 100,000 population category for most collisions.

To address DUI, the Lodi Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct eight DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Lodi Police Department will conduct driver's license checkpoints at all DUI checkpoints.

By adopting this resolution, the Lodi Police Department will receive \$154,000 in grant funding from the Office of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will strive to reduce motorcycle involved fatal and injury collisions, and bicycle/pedestrian involved collisions.

With Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$154,000 to the City to fund enhanced enforcement, grant-required training, and the purchase of related materials and equipment.

FISCAL IMPACT: This grant will allow the City to conduct education and enforcement without using General Fund dollars.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolutions Authorizing the Lodi Police Department to Participate in the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety and Appropriate Funds (\$154,000)
September 3, 2014
Page Two

FUNDING AVAILABLE: 2014/2015 DUI Selective Traffic Enforcement Program Grant (236022)

Jordan Ayers
Deputy City Manager/Internal Services Director

Mark Helms
Chief of Police

MH/SC/pjo

cc: City Attorney

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1557

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1. PROBLEM STATEMENT

During 2011, the State of California had a total of 161,743 fatal and injury traffic collisions: 2,628 fatal; and 159,115 injury. This is the lowest number of fatal collisions since 1935, which was 2,607 and also the lowest number of injury collisions since 1968, which was 156,547. In 2011 the City of Lodi had 247 fatal and injury traffic collisions: 3 fatal and 321 injured. For 2012 the City of Lodi had 243 fatal and injury traffic collisions: 0 fatal and 333 injured. For 2013 the City of Lodi had 229 fatal and injury traffic collisions: 10 fatalities and 301 injured. In 2013 the City of Lodi saw a 700% increase, compared to 2011, and a 1000% increase, compared to 2012, in the number of traffic collision fatalities.

In the State of California in 2011, there were 1,597 vehicle occupants (excluding bicyclist, pedestrian, motorcyclist/moped, emergency vehicle, and buses) killed, with 434 not using safety equipment and 167,980 injured, with 8,344 not using safety equipment. In the City of Lodi in 2013 there were 8 vehicle occupants, 6 of whom were not using safety equipment, 1 pedestrian and 1 motorcycle rider killed in fatal traffic collisions.

In the State of California in 2011, there were 417 motorcyclist victims killed. This represents an increase of 19.8 percent from the 348 motorcyclists killed in the State in 2010. During this same time, 2010 compared to 2011, the number of licensed motorcycle riders in the State increased by 3.1%. The City of Lodi saw no change in the number of motorcycle related traffic fatalities as there was 1 each year in 2011, 2012 and 2013.

In the State of California in 2011, alcohol-impaired driving fatalities [fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater] matched our historic low of 774 in 2010. The 774 figure is the lowest DUI death total ever. As a percent of total fatalities, alcohol-impaired fatalities decreased from 29 percent in 2010 to 28 percent in 2011. This number has remained virtually unchanged in the past five years and DUI arrests dropped in 2011 to 180,212 as compared to 195,897 in 2010. The 2011 DUI arrest figure represents the lowest DUI arrests since 2002. In the City of Lodi there were 0 alcohol-impaired driving fatalities in 2011 and 2012, but in 2013 7 of the 10 traffic fatalities were alcohol-impaired. In the City of Lodi the number of DUI arrests was almost the same for 2011 and 2013; 281 for 2011 and 282 for 2013.

In 2011 in the State of California, DUI, improper turning and unsafe speed were the top three primary collision factors in fatal collisions. In 2013 in the City of Lodi, DUI was the PCF for 7 fatal collisions, failure to yield was the PCF for 1 fatal collision, and unsafe starting was the PCF for 1 fatal collision. The PCF for 1 fatal collision has yet to be determined, but unsafe speed was a contributing factor in most of these collisions.

According to OTS commissioned observational surveys of cell phone use by drivers within the state, non hands-free texting and talking on cell phones continues to be a problem. In 2012 the overall rate was 10.8 percent of drivers on the road using cell phones at any given daylight time, up from 7.3 percent in 2011. Although observed cell phone use increases were seen across all age groups, 16 to 25 year olds showed a dramatic rise, doubling from 9 percent to 18 percent.

**GRANTS MADE EASY - STEP
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The problem of drugged driving continues to rise. Based on data from the National Highway Traffic Safety Administration, 30 percent of all drivers who were killed in motor vehicle crashes in California in 2011 tested positive for legal and/or illegal drugs, a percentage that has been increasing since 2006.

A. Traffic Data Summary:

Collision Type	2011				2012				2013			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	1		1		0		0		5		10	
Injury	241		320		243		336		229		295	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	24	0	34	0	75	0	25	2	59	7	37
Hit & Run	0	18	0	34	0	27	0	36	0	40	0	46
Nighttime (2100-0259 hours)	1	22	1	34	0	17	0	23	2	27	2	33
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	22350								0	28	0	32
#2 -	22107								1	20	1	26
#3 -	21802(A)								0	16	0	18

2. PERFORMANCE MEASURES

A. Goals:

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of motorcyclists killed in traffic collisions.
- 8) To reduce the number of motorcyclists injured in traffic collisions.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
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- 9) To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 10) To reduce the number of motorcyclists injured in alcohol-involved collisions.
- 11) To reduce hit & run fatal collisions.
- 12) To reduce hit & run injury collisions.
- 13) To reduce nighttime (2100 - 0259 hours) fatal collisions.
- 14) To reduce nighttime (2100 - 0259 hours) injury collisions.
- 15) To reduce the number of bicyclists killed in traffic collisions.
- 16) To reduce the number of bicyclists injured in traffic collisions.
- 17) To reduce the number of pedestrians killed in traffic collisions.
- 18) To reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 4 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 3) To send 4 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 4) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
- 5) To conduct 8 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization.*
- 6) To conduct 33 DUI Saturation Patrol operation(s).
- 7) To conduct 2 highly publicized Motorcycle Safety DUI Saturation Patrol operation(s) in areas or during events with motorcycle incidents or collisions resulting from DUI drivers/motorcyclists.

GRANTS MADE EASY - STEP
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GRANT DESCRIPTION
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- 8) To conduct 24 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 9) To conduct 17 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 10) To conduct 10 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.
- 11) To conduct 11 night-time (2100 - 0259 hours) Click It or Ticket enforcement operations.
- 12) To conduct 4 Traffic Safety educational presentations impacting 1000 community members.
Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.
- 13) To conduct 10 bicycle and pedestrian enforcement operations in identified areas of high bicycle and pedestrian traffic.
- 14) To participate in the National Distracted Driving Awareness Month in April.
- 15) To participate in the NHTSA Click It or Ticket mobilization period in May.
- 16) To collaborate with the county's Avoid Lead Agency by: participating in planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.
- 17) To collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.

NOTE: *Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

NOTE: *To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1557**

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3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 - Program Operations (Throughout Grant Year)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release should first be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.

**GRANTS MADE EASY - STEP
SCHEDULE A
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GRANT NO. PT1557**

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- b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- c) Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1557

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4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the city of Lodi. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT1557

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT	20.600	State and Community Highway Safety	\$ 64,600.00
405d AL	20.616	National Priority Safety Programs	\$ 89,400.00

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	FY-1 10/1/14 thru 9/30/15		
A. PERSONNEL COSTS				
Positions and Salaries				
Overtime				
Traffic Enforcement Operations	20.600	\$ 13,866.00		\$ 13,866.00
Night Click It Or Ticket Operations	20.600	\$ 6,355.00		\$ 6,355.00
Distracted Driving Operations	20.600	\$ 9,822.00		\$ 9,822.00
Motorcycle Enforcement Operations	20.600	\$ 6,932.00		\$ 6,932.00
Speed (Bicycle/Pedestrian) Operations	20.600	\$ 5,777.00		\$ 5,777.00
Benefits @ 9.00%	20.600	\$ 3,848.00		\$ 3,848.00
DUI Checkpoint Operations	20.616	\$ 52,048.00		\$ 52,048.00
DUI Saturation Patrols	20.616	\$ 19,196.00		\$ 19,196.00
Benefits @ 9.00%	20.616	\$ 6,412.00		\$ 6,412.00
Category Sub-Total		\$ 124,256.00		\$ 124,256.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 2,000.00		\$ 2,000.00
Out-of-State				
Category Sub-Total		\$ 2,000.00		\$ 2,000.00
C. CONTRACTUAL SERVICES				
None				\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
Portable Light Tower	20.616	\$ 11,744.00		\$ 11,744.00
Category Sub-Total		\$ 11,744.00		\$ 11,744.00

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT1557

E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	20.600	\$ 2,000.00		\$ 2,000.00
Handheld Citation Data Collection Devices	20.600	\$ 14,000.00		\$ 14,000.00
Category Sub-Total		\$ 16,000.00		\$ 16,000.00
F. INDIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL				
		\$ 154,000.00		\$ 154,000.00

SCHEDULE B-1
GRANT NO. PT1557

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$ 55.70/hour to \$ 66.84/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Benefit Rates

Unemployment Insurance	0.55 %
Workers Compensation	7.00 %
Medicare	1.45 %
TOTAL BENEFIT RATE	9.00 %

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

1 Portable Light Tower - high intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time hour operations. Costs may include a generator and accessories.

SCHEDULE B-1
GRANT NO. PT1557

BUDGET NARRATIVE

Page 2

OTHER DIRECT COSTS

DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. *Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.*

4 Handheld Citation Data Collection Devices – Handheld devices that traffic officers will use to collect the data, print the citation in the field, and transfer it electronically to the agency's RMS system and the courts. This system will be used by traffic officers to improve the efficiency of writing traffic citations. Costs include the purchase of electronic citation device, with integral mag-strip reader, thermal printer, audio recorder, camera, software, docking/charger station, training, and associated shipping and taxes.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

RESOLUTION NO. 2014-_____

ADOPT RESOLUTION AUTHORIZING LODI POLICE DEPARTMENT
TO PARTICIPATE IN THE SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM GRANT FUNDED BY THE OFFICE OF TRAFFIC SAFETY
AND APPROPRIATE FUNDS IN THE AMOUNT OF \$154,000

=====

WHEREAS, Lodi has a significant problem with alcohol and speed-related fatal and injury collisions, including those involving pedestrians, bicyclists, hit-and-run drivers, and motorcyclists; and

WHEREAS, the Office of Traffic Safety (OTS) develops rankings based on the Statewide Integrated Traffic Records System data for collisions reported by agencies other than the California Highway Patrol. Lodi is ranked 37th out of 103 California municipalities in the 50,000 to 100,000 population category; and

WHEREAS, by adopting this Resolution, the Police Department will receive \$154,000 in grant funding from the Office of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will reduce motorcycle involved fatal and injury collisions and bicycle/pedestrian involved collisions; and

WHEREAS, the Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct eight DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Police Department will conduct driver's license checkpoints at all DUI checkpoints; and

WHEREAS, with Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$154,000 to the City to fund enhanced enforcement, grant required training, and the purchase of related materials and equipment.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby authorize the Lodi Police Department to participate in a selective traffic enforcement program grant funded by the Office of Traffic Safety and appropriate funds in the amount of \$154,000; and

BE IT FURTHER RESOLVED, that the Chief of Police is hereby authorized to execute the agreement on behalf of the City of Lodi.

Date: September 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Attorney to Negotiate and Enter into Fee Agreements with Angelo, Kilday and Kilduff for Legal Representation of the City of Lodi and Lodi Police Chief; and Mayall Hurley, P.C. for Legal Representation of Lodi Police Officers in the matter of *Sukhwinder Kaur, et al. v. City of Lodi, et al.*; United States District Court, Eastern District of California, Case No. 2:14-cv-0828 GEB-AC

MEETING DATE: September 3, 2014

PREPARED BY: City Attorney

RECOMMENDED ACTION: Adopt Resolution authorizing the City Attorney to negotiate and enter into Fee Agreements with Angelo, Kilday and Kilduff for legal representation of the City of Lodi and Lodi Police Chief; and Mayall Hurley, P.C. for Legal Representation of Lodi Police Officers in the matter of *Sukhwinder Kaur, et al. v. City of Lodi, et al.*; United States District Court, Eastern District of California, Case No. 2:14-cv-0828 GEB-AC.

BACKGROUND INFORMATION: Ordinarily, the City Attorney's Office defends all actions against the City with in-house staff; however, in this case, outside counsel is advisable because the case involves complex issues and specialized areas of the law that should be handled by recognized experts in the field. Bruce Kilday is a highly recognized expert in police civil rights cases who has regularly litigated such cases for members of the California Joint Powers Risk Management Authority (the City's insurance pool) and Mark Berry of Mayall Hurley, P.C. has significant experience defending police officers and sheriff deputies in police civil rights cases in both state and federal court.

The City is insured through CJPRMA with a \$500,000 Self-Insured Retention (SIR). Since legal expenses, including costs and expert fees, are counted toward the SIR, the City's financial exposure will not exceed \$500,000 over the life of the litigation.

FISCAL IMPACT: Unknown at this time, but capped at \$500,000 payable from general liability reserve funds.

FUNDING AVAILABLE: Absorbed within existing appropriations of the General Liability Fund.

Janice D. Magdich, City Attorney

Jordan Ayers, Deputy City Manager/
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE AND ENTER INTO FEE AGREEMENTS FOR LEGAL REPRESENTATION OF THE CITY OF LODI AND LODI POLICE CHIEF; AND MAYALL HURLEY, P.C. FOR LEGAL REPRESENTATION OF LODI POLICE OFFICERS IN THE MATTER OF *SUKHWINDER KAUR, ET AL. V. CITY OF LODI, ET AL.*

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Attorney to negotiate and enter into Fee Agreements with Angelo, Kilday and Kilduff for legal representation of the City of Lodi and Lodi Police Chief; and Mayall Hurley, P.C. for Legal Representation of Lodi Police Officers in the matter of *Sukhwinder Kaur, et al. v. City of Lodi, et al.*; United States District Court, Eastern District of California, Case No. 2:14-cv-0828 GEB-AC.

BE IT FURTHER RESOLVED that since the City is insured through the California Joint Powers Risk Management Association with a \$500,000 Self-Insured Retention (SIR), the funds for the above-referenced representation will be absorbed within existing appropriations of the General Liability Fund, and shall be capped in an amount not to exceed \$500,000.

Dated: September 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 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 the City Attorney to Negotiate and Enter into Fee Agreements with (i) Angelo, Kilday and Kilduff, and (ii) Mayall Hurley, P.C. for Representation of the City of Lodi in Several Pending State and Federal Court Actions

MEETING DATE: September 3, 2014

PREPARED BY: City Attorney

RECOMMENDED ACTION: Adopt Resolution authorizing the City Attorney to negotiate and enter into Fee Agreements with (i) Angelo, Kilday and Kilduff, and (ii) Mayall Hurley, P.C. for representation of the City of Lodi in several pending State and Federal Court actions.

BACKGROUND INFORMATION: Ordinarily, the City Attorney's Office defends all court actions filed against the City with in-house staff; however, as the result of a vacancy in the position of Deputy City Attorney, and the complexity of issues in two pending Federal court actions, retention of outside counsel is advisable. The City Attorney recommends retaining the Sacramento firm of Angelo, Kilday and Kilduff and to retain the Stockton firm of Mayall Hurley, P.C. to represent the City in several pending State and Federal court actions. The City Attorney serves as co-counsel in all litigation, participates in litigation strategy, and monitors, reviews and approves all billings for legal services.

FISCAL IMPACT: Not to exceed \$75,000.

FUNDING: Absorbed within existing appropriations of the General Liability Fund.

Janice D. Magdich
City Attorney

Jordan Ayers, Deputy City Manager/
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY ATTORNEY TO NEGOTIATE AND ENTER INTO
FEE AGREEMENTS WITH (I) ANGELO, KILDAY AND
KILDUFF, AND (II) MAYALL HURLEY, P.C. FOR
REPRESENTATION OF THE CITY OF LODI IN SEVERAL
PENDING STATE AND FEDERAL COURT ACTIONS

=====

WHEREAS, ordinarily the City Attorney's Office defends all court actions filed against the City with in-house staff; however, as the result of a vacancy in the position of Deputy City Attorney, and the complexity of issues in two pending Federal court actions, and several pending State court actions, retention of outside counsel is advisable; and

WHEREAS, the City Attorney recommends retaining the Sacramento firm of Angelo, Kilday and Kilduff and to retain the Stockton firm of Mayall Hurley, P.C. to represent the City in several pending State and Federal court actions; and

WHEREAS, the City Attorney serves as co-counsel in all litigation, participates in litigation strategy, and monitors, reviews and approves all billings for legal services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Attorney to negotiate and enter into Fee Agreements with Angelo, Kilday and Kilduff, and Mayall Hurley, P.C. for Legal Representation of the City of Lodi in several pending State and Federal Court actions.

BE IT FURTHER RESOLVED that the funds for the above-referenced representation will be absorbed within existing appropriations of the General Liability Fund, and shall not exceed \$75,000.

Dated: September 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 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: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2

MEETING DATE: September 3, 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.

Guaranteed Maximum Price (GMP) proposals were solicited from Western Water Constructors, Inc., and Overaa Construction, as discussed at the July 16, 2014 City Council meeting. On August 20, 2014, staff received GMP proposals from both companies with following results:

	GMP	Contract Duration	Mark Up
Engineer's Estimate	\$2,666,400	465 Days	N/A
Western Water Constructors, Inc.	\$1,995,710	366 Days	5%
Overaa Construction	\$2,494,000	450 Days	11%

Staff evaluated both proposals. Considering the GMP amount, contract duration and mark up for general overhead and profit, the proposal submitted by Western Water Constructors, Inc., reflects the best overall value to the City. Staff recommended the City Manager execute a contract with Western Water Constructors and expects to issue the Notice to Proceed by September 8, 2014, as scheduled.

The original estimate for repairing both digester lids was \$3,100,000. Using the GMP proposal from Western Water Constructors, Inc., the new estimated total cost to replace both digester lids is \$2,366,000. Both estimates included engineering, permits and inspection. By comparison, the estimated cost to construct a single new digester is estimated to be \$2,100,000 including engineering, permits and inspections.

APPROVED: _____
Stephen Schwabauer, City Manager

The updated procurement and construction schedule reflecting project milestones is provided below, based on the Western Water Constructors Inc., proposal.

	ORIGINAL DATES	REVISED DATES
Project Definition Meeting	July 21, 2014	
Issue Final Contract Documents	August 1, 2014	
Receive GMP Proposals	August 20, 2014	
Issue Notice to Proceed	September 8, 2014	
Complete Digester No. 2 Improvements	April 30, 2015	March 19, 2015
Complete Digester No. 1 Improvements	December 7, 2015	August 13, 2015

FISCAL IMPACT: Proceeding with repairs is necessary to avoid substantial regulatory compliance fines and penalties.

FUNDING AVAILABLE: Funding is available in the Wastewater Capital Fund (171493).

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 Superintendent



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set a Public Hearing for October 1, 2014, to Certify a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension

MEETING DATE: September 3, 2014

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set a public hearing for October 1, 2014, to certify a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension.

BACKGROUND INFORMATION: The City of Lodi is proposing to build an approximately 11,500-foot-long industrial wastewater force main and recycled water line in the same trench within San Joaquin County existing public rights-of-way from the southeast portion of the Michael-David Winery to the City of Lodi industrial wastewater line crossing in Devries Road (Project).

The Project is located in unincorporated northern San Joaquin County and to the west of the City of Lodi. The Project begins at the existing Michael-David Winery (4580 W. Highway 12) south of State Route 12 and follows existing public right-of-ways for Ray Road, Neeley Road, Treadway Road and Devries Road.

As mandated by State law, City staff prepared an environmental review document for the Project and the minimum public review period is 30 days. The proposed Mitigated Negative Declaration was circulated for a 30-day public review period, beginning on Tuesday, August 26, 2014 and ending on Friday, September 26, 2014.

At the October 1, 2014 City Council meeting, the Council will be requested to open a public hearing, take comments from any concerned citizens and trustee agencies and then make the required findings to certify the document. Based upon this meeting future contract and design documents will be reviewed by the Council for approval.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager

Comments by the public on non-agenda items

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

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Approving the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); an Amendment of the 2014/15 Action Plan to Accommodate the Reallocation of Unused CDBG Funds; and Appropriating Funds (\$6,915)

MEETING DATE: September 3, 2014

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Public hearing to consider adopting resolution approving the 2013/14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) an amendment of the 2014/15 Action Plan to accommodate the reallocation of unused CDBG funds, and appropriating funds (\$6,915).

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

The 2013/14 CAPER (Exhibit A) describes the programs and activities accomplished during that program year, in which the City received \$649,980 in federal CDBG funds. The public review and comment period for the CAPER document began August 3, 2014 and will end September 3, 2014.

The reallocation of unused CDBG funds from projects and services from previous program years requires an amendment of the Annual Action Plan (Exhibit B). Upon the closeout of 2013/14 CDBG projects and services, three projects and two public services had funding that were identified as eligible for reallocation. The projects have been completed and had costs that were lower than anticipated, leaving small balances available for reallocation. The two public services were not able to use their entire allocation by June 30, 2014. The total amount available for reallocation is \$6,915. The public review and comment period for this Action Plan amendment begins August 19, 2014 and will end September 3, 2014.

Sources: A total of \$6,915 is being considered for reallocation.

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
12-02	2012 Parks Accessibility	\$595
12-03	Hale Park Court Resurfacing	\$1,140
13-07	Fair Housing	\$1,245
13-08	Spay/Neuter Program	\$2,083
13-12	HSS Pool Chair Lift (ADA)	\$1,852

APPROVED: _____
Stephen Schwabauer, City Manager

Uses: The reallocated funds will be distributed as follows:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
14-03 (Existing Project)	HSS North Entrance ADA	\$6,915

Descriptions:

The reallocation to the Hutchins Street Square North Entrance ADA Project is to supplement a project that may need funding over two program years in order to be completed. The initial allocation for that project is \$106,105.

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

FUNDING AVAILABLE: Funding Source:
4591.5564 CDBG \$6,915

Requested Appropriation:
4591412.7700 – HSS North Entrance ADA (Phase I) (\$6,915)

Jordan Ayers, Deputy City Manager

Stephen Schwabauer
Community Development Director

SS/jw

Attachments

Exhibit A

2013/14 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)



CITY OF LODI

2013-14 CDBG CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)



PUBLIC REVIEW DRAFT

AUGUST 4, 2014

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I. EXECUTIVE SUMMARY

This Consolidated Annual Performance and Evaluation Report describes the City's housing and community development accomplishments in the 2013-14 program year, with a special focus on those activities funded by the Community Development Block Grant.

In the 2013-14 program year, the City funded improvements to public facilities, infrastructure, and housing, as well as several public service activities.

Accomplishments include the following.

- Completed parks accessibility projects to provide an accessible path of travel.
- Completed the fourth phase of alley drainage improvements.
- Provided improved parking and access to the LOEL Senior Center and Gardens.
- Completed accessibility improvements to the Grape Bowl Lodi Stadium.
- Started accessibility improvements to downtown parking and Hutchins Street Square.
- Completed accessibility improvements to the Hutchins Street Square pool.
- Removed nearly 1,400 instances of gang graffiti.
- Provided over 300,000 pounds of food to families in need.
- Educated tenants and landlords about fair housing rights and mediated disputes.
- Redeemed 444 spay-neuter vouchers.

II. INTRODUCTION

As an entitlement grantee for the United States Department of Housing and Urban Development (HUD) formula Community Development Block Grant (CDBG) program, the City of Lodi is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to analyze and summarize program accomplishments during the preceding program year.

This CAPER assesses Lodi's progress in completing activities identified in the 2013-14 Action Plan, which covers the period from July 1, 2013 through June 30, 2014. The CAPER also reports progress in meeting overall five-year Consolidated Plan goals and priorities, and identifies areas for improvement as a result of annual self-evaluations and HUD performance reviews.

The 2013-14 program year was the City of Lodi's fifth year as an entitlement recipient of Community Development Block Grant (CDBG) funds.

The Neighborhood Services Division, within the Community Development Department, serves as the lead agency for the administration of CDBG funds. Questions regarding this report should be directed to the staff within this division at:

CDBG Program Administrator
City of Lodi
221 W. Pine Street, PO Box 3006
Lodi, CA 95241
209-333-6711

The public review and comment period for the 2013-14 CAPER began August 4, 2014 ended September 3, 2014. The City Council considered adoption of the 2013-14 CAPER provided an opportunity for public comment at their September 3, 2014 meeting.

The CAPER and the AAP amendment were made available for public review at the Lodi City Hall, 221 West Pine Street, and on the City's website at www.lodi.gov/community_development/neighborhoods/cdbg.html. Copies of the CAPER and the AAP amendment were made available upon request and are free of charge.

A public notice regarding the availability of the draft CAPER, the opportunity for public comment, and the public hearing dates was published in the *Lodi News-Sentinel* on August 5, 2014, and on August 19, 2014.

III. ACTIVITY SUMMARIES

HOUSING

Home Accessibility Modification Program (11-09)

Provide free or low-cost assistance to disabled renters or homeowners in need of accessibility modifications. This program is implemented by the Disability Resource Agency for Independent Living (DRAIL). Accessibility modifications will be made by program staff or by a licensed contractor.

2013-14 Objective: 3 households assisted.

Funding Allocated: \$6,000

2013-14 Accomplishment: 0 households

2013-14 Expenditure: \$0

Total expenditures: \$0

Narrative: The City determined that this program was not feasible given the capacity of the Subrecipient. The funds were re-programmed through the second 2013-14 Action Plan Amendment adopted January 15, 2014.

Tienda Drive Senior Housing (11-10)

The City has allocated funding to Eden Housing, a non-profit housing developer, to purchase land along Tienda Drive for an affordable senior housing development.

2013-14 Objective: Construct 80 affordable housing units.

Funding Allocated: \$78,000 in anticipated separation payments from San Joaquin Urban County.
\$1.2 million contribution from the City of Lodi
Total project cost is estimated to be \$11 million.

2013-14 Accomplishment: Developer Eden Housing acquired the property. Pre-development and financing underway.

2013-14 Expenditure: \$0

Total expenditures: \$0

Narrative: The project remains in the pre-development stage as financing is assembled. The City was not able to designate the separation payments to this project. The project has submitted a tax credit application in the current round.

Housing Weatherization Improvements (13-10)

Window replacement in the six-units of affordable housing complex located at 719 S. Washington St. Project to be completed by the Housing Authority of the County of San Joaquin as a subgrantee.

2013-14 Objective: 6 units weatherized.

Funding Allocated: \$18,000

2013-14 Accomplishment: Environmental review, initial estimate of costs and bid documents completed.

2013-2014 CAPER

2013-14 Expenditures: \$502.50

Total expenditures: \$502.50

Narrative: The initial stages of the project have been completed including environmental review, initial estimate of costs and bid documents. The project is expected to go out to bid in the first quarter of 2014-15.

PUBLIC FACILITIES

2012 Parks Accessibility (12-02)

The project consists of the removal of architectural barriers to the disabled and elderly at two public parks. Work at each park will be essentially the same in nature and scope. Deficiencies include the lack of van-accessible parking stalls, the need for proper signage and striping, the encroachment of the existing ramps into the pavement, and lack of accessible paths of travel.

2013-14 Objective: 2 public facilities improved

Funding Allocated: \$109,625.58

2013-14 Accomplishment: The project was completed in December of 2013.

Prior year Expenditures: \$84,326.91

2013-14 Expenditures: \$24,703.81

Total Expenditures: \$109,030.72

Narrative: This project went out to bid in February 2013 and contract was awarded in April 2013. The balance of un-committed funds was re-programmed in a mid-year 2012-13 Action Plan amendment. Construction work began in May 2013. Construction was completed in December 2013. The balance of un-expended funds will be re-programmed in a mid-year 2014-15 Action Plan amendment.

Hale Park Sport Court Resurfacing (12-03)

The City resurfaced the sport courts at Hale Park, a public park in a LMI neighborhood.

2013-14 Objective: Project completed. Final payment made in 2013-14.

Funding Allocated: \$36,397.89

2013-14 Accomplishment: Project completed. Final payment made in 2013-14.

Prior year Expenditures: \$33,230.41

2013-14 Expenditures: \$1,909.45

Total Expenditures: \$35,139.86

Narrative: The project went out to bid in March 2013 and contract was awarded in April 2013. Construction work began in May 2013 and was completed in June 2013. Final payment (retention) was released in 2013-14. The balance of un-committed funds was re-programmed in a mid-year 2013-14 Action Plan amendment. The

balance of un-expended funds will be re-programmed in a mid-year 2014-15 Action Plan amendment.

LOEL Center – Washington Street Improvements – Phase I (12-09) and Phase II (13-09)

As part of a phased project to make improvements to the LOEL Senior Center facility, Phase I of the project demolished an existing vacant structure on the site, Phase II will continue with site, ADA, and parking improvements, relocating underground utilities, and construction of a community garden. The entire project contemplates the expansion of the LOEL Center’s capacity.

2013-14 Objective:	1 public facility improvement.
Funding Allocated:	\$300,703
2013-14 Accomplishment:	Phase I and II completed.
Prior year Expenditures:	\$50,455.08
2013-14 Expenditures:	\$250,247.92
Total Expenditures:	\$300,703.00

Narrative: Phase I included the demolition of the old church building and preliminary site improvements that include off-street parking, a community garden and security fencing. Phase II continued site improvements, ADA accessibility improvements and underground utilities that must be relocated. The LOEL Center has now embarked on Phase III to provide additional parking for the LOEL Senior Center for the activities, programs, services and events. It will also provide additional parking for those utilizing the community garden.

Grape Bowl ADA Improvements (11-03/12-11)

ADA improvements made to the Grape Bowl to remove barriers to accessibility. Improvements included creating an at-grade entrance to the field’s west end, new ticket booth and concession stands, and restroom upgrades, new ADA seating and accessible ramps to those seating areas.

2013-14 Objective:	1 public facility improvement
Funding Allocated:	\$489,445.68
2013-14 Accomplishment:	Project completed in October of 2013.
Prior year Expenditures:	\$193,669.60
2013-14 Expenditures:	\$295,776.08
Total Expenditures:	\$489,445.68

Narrative: The project went out to bid in September 2012 and contract was awarded in October 2012. Construction work began in January 2013 and was completed in October 2013. The balance of un-expended funds was re-programmed by a mid-year The balance of un-expended funds will be re-programmed in a mid-year 2014-15 Action Plan amendment.

2013-2014 CAPER

ADA Accessibility Improvements – Downtown Parking (13-02)

Make ADA improvements in City-owned downtown public parking lots. These are surface lots in the business district at Church St. at School St., and Church St. at Pine St.

2013-14 Objective:	ADA accessibility improvements at two parking lots.
Funding Allocated:	\$100,000
2013-14 Accomplishment:	Environmental review, design, engineering, bidding, and award..
2013-14 Expenditures:	\$1,888.25
Total Expenditures:	\$1,888.25
Narrative:	The project went out to bid in March 2014 and contract was awarded in May 2014. Construction work began in June 2014. Completion is expected within the first quarter of 2014-15.

Hutchins Street Square – South Entrance ADA (13-03)

Construct improvements necessary to provide path of travel and to remove barriers to accessibility.

2013-14 Objective:	1 public facility improvement
Funding Allocated:	\$101,792
2013-14 Accomplishment:	Environmental review, design, engineering, bidding, and award..
2013-14 Expenditure:	\$3,499.17
Total Expenditures:	\$3,499.17
Narrative:	The project went out to bid in March 2014 and contract was awarded in May 2014. Construction work began in June 2014. Completion is expected within the first quarter of 2014-15. The project received additional funding in the amount of \$26,792 by a mid-year 2013-14 Action Plan amendment.

City Hall Annex – ADA Accessibility (13-14)

Make improvements necessary to remove barriers to accessibility by permanently disabled persons by providing an accessible path of travel into and within an existing facility in those areas of the building accessible to the public.

2013-14 Objective:	1 public improvement.
Funding Allocated:	\$62,885
2013-14 Accomplishment:	Environmental review, design and engineering.
2013-14 Expenditures:	\$2,068.06
Total expenditures:	\$2,068.06
Narrative:	The City completed environmental review, design and engineering in 2013-14. The City expects to complete bid documents, solicit bids and award the project in the first quarter of 2014-15. Completion is expected by the end of the fiscal year.

PUBLIC SERVICES

Graffiti Abatement (13-05)

The Graffiti Abatement Program will remove graffiti on properties located in target areas. Staff will remove graffiti by pressure-washing the structure or by painting over it. The goal of the program is to preserve neighborhood property values.

2013-14 Objective: 800 instances of graffiti removed

Funding Allocated: \$42,000

2013-14 Accomplishment: 1,395 instances of graffiti removed.

2013-14 Expenditures: \$42,000

Total expenditures: \$42,000

Narrative: The graffiti abatement program operated year-round. Most graffiti reported was removed within 1-2 days. Graffiti removal staff kept logs detailing location of graffiti and what was written to assist the police in identifying trends and combating future graffiti.

Second Harvest Food Bank (13-06)

Provide funding to Second Harvest Food Bank to purchase foods that are not typically donated to the food bank (e.g., meat and dairy products).

2013-14 Objective: 6,943 persons assisted

Funding Allocated: \$10,000

2013-14 Accomplishment: 2,677 persons assisted

2013-14 Expenditures: \$10,000

Total expenditures: \$10,000

Narrative: Second Harvest operated three food assistance programs. The Food 4 Thought Program which provides groceries to school-aged children delivered 60,997 pounds of food. The Senior Brown Bag program which provides groceries to seniors delivered 147,442 pounds of food. The Food Assistance program which provides groceries to social service agencies to distribute to clients delivered 108,281 pounds of food. Second Harvest supplemented funds from the City of Lodi with private donations (food and cash), handling fees, and Emergency Food and Shelter Program funding through the Department of Homeland Security.

Category	Total	Percent of Total
Total Persons	2,677	
Total Low/Mod-Income	2,677	100.0%
Extremely low-income	1,654	61.8%

Very Low-income	927	34.6%
Low-income	96	3.6%
Special Needs		
Disabled HH Member	449	16.8%
Senior Headed HH	748	27.9%
Female Headed HH	314	11.7%
5+ Person HH	NR	
Race		
White	2,160	80.7%
Black or African-American	83	3.1%
Asian	34	1.3%
American Indian or Alaskan Native	50	1.9%
Native Hawaiian or Pacific	19	0.7%
American-Indian or Alaska Native and White	3	0.1%
Asian and White	13	0.5%
Black or African American and White	3	0.1%
American Indian or Alaska Native and Black	0	0.0%
Multiracial	0	0.0%
Other/No response	312	11.7%
Ethnicity		
Hispanic	963	36.0%
Not Hispanic	1,714	64.0%

San Joaquin Fair Housing (13-07)

San Joaquin Fair Housing provides fair housing services, such as housing discrimination and tenant/landlord law hotline, complaint investigation, and outreach and education through public forums.

2013-14 Objective: 140 persons assisted

Funding Allocated: \$18,000

2013-14 Accomplishment: 113 persons assisted

2013-14 Expenditure: \$16,754.79

Total expenditures: \$16,754.79

Narrative: San Joaquin Fair Housing promoted fair housing by advertising in local media, attending nine community events in San Joaquin

County, and distributing fliers to four locations in Lodi. They served a total of 113 persons by providing information on fair housing.

Category	Total	Percent of Total
Total Persons	113	
Total Low/Mod-Income	108	95.6%
Extremely low-income	70	61.9%
Very Low-income	38	33.6%
Low-income	0	0.0%
Special Needs		
Disabled HH Member	27	23.9%
Senior Headed HH	0	0.0%
Female Headed HH	78	69.0%
5+ Person HH	31	
Race		
White	56	49.6%
Black or African-American	17	15.0%
Asian	4	3.5%
American Indian or Alaskan Native	2	1.8%
Native Hawaiian or Pacific	0	0.0%
American-Indian or Alaska Native and White	1	0.9%
Asian and White	0	0.0%
Black or African American and White	0	0.0%
American Indian or Alaska Native and Black	0	0.0%
Multiracial	0	0.0%
Other/No response	34	30.1%
Ethnicity		
Hispanic	35	31.0%
Not Hispanic	78	69.0%

2013-2014 CAPER

Spay/Neuter Program (13-08)

Offer a spay/neuter program for feral cats trapped and released in target areas and pets (cats and pit bulls) owned by low-income households.

2013-14 Objective: 150 households assisted

Funding Allocated: \$25,997

2013-14 Accomplishment: 159 households assisted

2013-14 Expenditure: \$23,914

Total expenditures: \$23,914

Narrative: The program spayed or neutered 444 animals: 393 cats and 51 dogs. Of those, 239 were owned by low-income households, and 203 were trapped feral cats. A total of 159 unduplicated low-income households were assisted. All feral cats were trapped within low-income target areas.

Category	Total	Percent of Total
Total Persons	238	
Total Low/Mod-Income	238	100.0%
Extremely low-income	0	0.0%
Very Low-income	0	0.0%
Low-income	238	100.0%
Special Needs		
Disabled HH Member	57	23.9%
Senior Headed HH	16	6.7%
Female Headed HH	117	49.2%
5+ Person HH	26	10.9%
Race		
White	191	80.3%
Black or African-American	0	0.0%
Asian	7	2.9%
American Indian or Alaskan Native	3	1.3%
Native Hawaiian or Pacific	2	0.8%
American-Indian or Alaska Native and White	2	0.8%
Asian and White	0	0.0%

Category	Total	Percent of Total
Black or African American and White	0	0.0%
American Indian or Alaska Native and Black	0	0.0%
Multiracial	5	2.1%
Other/No response	28	11.8%
Ethnicity		
Hispanic	36	15.1%
Not Hispanic	202	84.9%

Note: Data is provided only on pet owners participating in the program. Persons living in target areas who benefited from feral cat spay/neuter are not included.

PLANNING AND ADMINISTRATION

CDBG Administration (13-01)

The planning and administration funding is intended to provide funding for general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) training, program set-up, reporting, planning, and subrecipient training and monitoring.

Funding Allocated: \$114,960.18
2013-14 Expenditure: \$74,740.18
Total expenditures: \$74,740.18

Narrative: CDBG staff carried out a wide range of administrative activities to implement programs and activities serving the target income and special needs population. It is expected that the balance of funds allocated will be expended once the final allocation of fourth quarter staff costs has been completed.

NON-CDBG HOUSING ACTIVITIES

First-Time Homebuyer Program

The City was awarded \$800,000 from the state HOME Program Department of Housing and Community Development in 2013-14.

Neighborhood Stabilization Program

The City has not received any additional Neighborhood Stabilization Program funding.

IV. SUMMARY OF EXPENDITURES

The following tables show the City’s 2013-14 expenditures in different categories and in comparison to federally-mandated caps.

The City received no program income in the 2013-14 program year.

Table 1
2013-14 CDBG Allocations and Expenditures by Category

Category	Total Allocation	2013-14 Expenditures	Cumulative Expenditures	Year End Balance
Planning and Administration ¹	\$114,960	\$74,740	\$74,740	\$40,220
Public Services	95,997	92,669	92,669	3,328
Housing	18,000	503	503	17,498
Economic Development	10,000	-	-	10,000
Public Improvements - City	797,528	335,493	496,719	300,809
Public Facilities - Nonprofit	300,703	250,248	300,703	-
Totals	\$1,337,188	\$753,652	\$965,334	\$371,854

Table 2
Timely Expenditure Calculation

Timeliness Ratio (1.50 limit)	
2013-14 Award	\$649,980
YE Balance	371,854
Timeliness ratio	0.57

¹ Does not include accrued salary costs not yet expended.

Table 3
Planning and Administration Calculation

Planning and Admin (20% cap)	
2013-14 Award	\$649,980
2013-14 program income	-
Cap basis	649,980
Total planning and admin expenditures	114,960
Planning and admin percentage	17.69%

Table 4
Public Services Calculation

Public Services (15% cap)	
2013-14 Award	\$649,980
2012-13 program income	-
Cap basis	649,980
Total public services expenditures	92,669
Public services percentage	14.26%

Table 5
Remaining Funds Disposition

Funds Available for Mid-Year Re-programming	
2012 Parks Accessibility	\$595
Hale Park Sport Court	1,140
San Joaquin Fair Housing	1,245
Spay-Neuter Program	2,083
HSS Pool Chair Lift	1,852
Total	\$6,915

Funds Carrying-over into 2013-14	
ADA Retrofit Improvements	98,112
HSS South Entrance ADA	98,293
Housing Authority Window Improvements	17,498
Kofu Park ADA Improvements	40,000
SBDC Economic Development	10,000
City Hall Annex ADA	60,817
Total	\$324,719

Accrued not yet drawn	
Program Administration	40,220
Total	\$40,220

Total Year-end Balance	\$371,854
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Table 6
Annual Expenditure by Activity

City ID#	Description	Total Allocation	Prior Year Expenditures	2013-14 Available	2013-14 Expenditures	Cumulative Expenditures	Year End Balance
12.02	2012 Parks Accessibility	\$109,626	\$84,327	\$25,299	\$24,704	\$109,031	\$595
12.03	Hale Park Sport Court	36,280	33,230	3,049	1,909	35,140	1,140
12.09	LOEL Center - Washington Street Improvements – Phase 1	145,086	50,455	94,631	94,631	145,086	-
12.11	GRAPE BOWL ADA IMPROVEMENTS	339,446	43,670	295,776	295,776	339,446	-
13.01	Program Administration	114,960		114,960	74,740	74,740	40,220
13.02	ADA Retrofit Improvements	100,000		100,000	1,888	1,888	98,112
13.03	HSS South Entrance ADA	101,792		101,792	3,499	3,499	98,293
13.04	Emer. Food Bank/Mobile Farmers' Market	-		-	-	-	-
13.05	Graffiti Abatement	42,000		42,000	42,000	42,000	-
13.06	Second Harvest Food Bank	10,000		10,000	10,000	10,000	-
13.07	San Joaquin Fair Housing	18,000		18,000	16,755	16,755	1,245
13.08	Spay-Neuter Program - LMA	13,500		13,500	12,480	12,480	1,020
13.08	Spay-Neuter Program - LMC	12,497		12,497	11,434	11,434	1,063
13.09	LOEL Center - Washington Street Improvements – Phase 2	155,617		155,617	155,617	155,617	-
13.10	Housing Authority Window Improvements	18,000		18,000	503	503	17,498
13.11	Kofu Park ADA Improvements	40,000		40,000	-	-	40,000
13.12	HSS Pool Chair Lift	7,500		7,500	5,648	5,648	1,852
13.13	SBDC Economic Development	10,000		10,000	-	-	10,000
13.14	City Hall Annex ADA	62,885		62,885	2,068	2,068	60,817
TOTALS		\$1,337,188	\$211,682	\$1,125,506	\$753,652	\$965,334	\$371,854

V. GENERAL NARRATIVE

GEOGRAPHIC DISTRIBUTION

In program year 2013-14, the following activities were provided on an area basis:

- Hale Park sport court re-surfacing;
- Graffiti abatement;
- Spay-neuter (feral cat trapping); and
- LOEL Center improvements.

AFFIRMATIVELY FURTHERING FAIR HOUSING

In 2009-10, the City completed an Analysis of Impediments to Fair Housing Choice. This document reviews demographics; lending patterns; local, state, and federal codes and regulations; fair housing complaints; and other relevant resources to determine impediments to fair housing in the community. The AI also identified actions the City will take in order to address fair housing impediments.

During the 2013-14 program year, the City contracted with San Joaquin Fair Housing, a local non-profit agency that offers information of fair housing law and mediates tenant-landlord disputes, as well as investigates housing discrimination complaints. No investigations were conducted in the program year.

Fliers relating to fair housing topics were distributed to four locations in Lodi. Information was available by phone from their Stockton offices five days per week.

Additional actions taken to promote fair housing include the participation in community events, advertisement in the Lodi News-Sentinel and on local cable access television, and maintaining a website with fair housing information.

The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the City to ensure the fair and equitable treatment of persons and households seeking housing in the City.

In the update of the City's Housing Element, the City committed to taking the following actions to address fair housing.

- Provide incentives for affordable housing development.
- Increase housing options through better definition of both transitional and supportive housing.
- Provide Homebuyer Assistance
- Subdivide larger sites for development of housing for low-income households

AFFORDABLE HOUSING

The City's affordable housing efforts in 2013-14 focused on expanding the supply of affordable housing and improving the ability of households to afford homeownership.

The City continued to work with Eden Housing on the 80-unit affordable senior housing complex planned in the Roget Park area. The project design was finalized and Eden Housing and the City have actively pursued funding to close the gap on this project. This project is currently in the pre-development phase.

In 2013-14, the City received an \$800,000 HOME grant through the California Department of Housing and Community Development to offer a first-time homebuyer downpayment assistance program.

CONTINUUM OF CARE NARRATIVE

Lodi is a member of San Joaquin County Continuum of Care. The Continuum of Care is coordinated by the San Joaquin County Neighborhood Preservation Division, which also manages the Shelter Plus Care and Supportive Housing Programs, both of which provide homeless County residents with rental assistance and supportive services. San Joaquin County also coordinates the Homeless Prevention and Rapid Re-housing Program, which offers short-term and medium-term assistance to homeless households or households at-risk of becoming homeless due to the economic recession.

The Continuum of Care is in the process of developing a Homelessness Prevention Plan, which will contain strategies and priority actions to expand programs and services for homeless persons and those at risk of homelessness in the region. The focus will be on developing individual and family self-sufficiency and, to the extent possible, helping persons at risk of homelessness to remain in their homes. This effort has continued from the previous program year.

Lodi participates in the bi-annual countywide homeless survey. Staff assists with the planning and the point-in-time count, and sponsors a community event that focuses on connecting homeless persons with local services in coordination with the homeless count. The event was held on January 23, 2013. The general results of the survey noted an overall County-wide homeless population decrease of 39.4% from 2011. County-wide, the sheltered homeless population decreased by 44.4%, while the unsheltered homeless population increased by 6.4%. In Lodi, the 2013 point-in-time count noted a total of 171 homeless, both sheltered and unsheltered, an 82% overall increase from 2011. The population of sheltered homeless in Lodi increased from 68 in 2011 to 114 in 2013. The population of unsheltered homeless in Lodi increased from 26 in 2011 to 58 in 2013. The next count is scheduled for January 2015.

LOCAL SERVICE PROVIDER ASSISTANCE

There are many local and regional organizations that provide assistance to the homeless, persons at risk of homelessness, seniors, and other special needs groups. These organizations include the Salvation Army, Second Harvest Food Bank, LOEL Senior Center, Lodi House, Hand Up, and many others.

Second Harvest Food Bank, which provides food primarily to very low-income families, and LOEL, which serves primarily low-income seniors, both received grant funding in 2012-2013. The City has funded many other local service providers that serve homeless and special needs groups in prior years and continues to support their activities.

The City also participates in the planning and distribution of federal funding through the Department of Homeland Security to local emergency food and shelter providers as an active member of the local Emergency Food and Shelter Program board.

SENIOR SERVICES

The LOEL Center received funding for improvements in 2012-13 that was complete in Fall 2013. Those improvements allowed for the expansion of services. LOEL received additional funding in 2013-14 that further improved accessibility and increased the capacity of the Center. The City also supported Second Harvest Food Bank which helps to meet the basic needs of seniors.

HOMELESS AND HOMELESS PREVENTION SERVICES

Lodi has several agencies that serve homeless populations. The Salvation Army operates an emergency shelter with 45 beds for men and 25 beds for women/children, and owns four units of transitional housing. CDBG funding in previous year allowed for the creation of three, single-parent shelter units to their facility. They also offer daily meals and a range of supportive services for homeless persons. Lodi House has a total of 26 beds for women/children, and they offer supportive services as well.

Lodi staff also works with Hand Up, a grassroots homeless outreach organization that meets monthly to discuss homeless issues. Participants include the San Joaquin County Board of Supervisors, Salvation Army, the Unity Project, and several churches. Many of the churches work together to provide meals to the homeless in a local park.

OTHER ACTIONS IN SUPPORT OF CDBG GOALS

Actions to Address Obstacles to Meeting Under-Served Needs

The need for affordable housing for low-income households and seniors continues to exceed the available resources. The City has provided services, discussed previously under the Continuum of Care narrative, and has worked to create new affordable housing opportunities for under-served groups, including seniors.

Fostering and Maintaining Affordable Housing

The City of Lodi Strategic Plan identifies development of new housing resources as a primary component of the City's housing strategy. The City is actively encouraging affordable housing, most notably through the Tienda Drive affordable senior housing complex and the down payment assistance program.

In 2013-14 the City continued to work with Eden Housing on the development of an 80-unit affordable senior housing complex. Site plans were completed, and the City assisted Eden Housing with applications for permanent financing. In 2010-11, the City sold property to Eden Housing in an arm's length transaction to construct the 80-unit Roget Park project.

In 2013-14, the City plans to devote additional resources to advancing affordable housing opportunities. City staff plans to explore alternative resources, including tax credits and regional and state grant opportunities.

Barriers to Affordable Housing

Lodi continues to work toward meeting the housing needs of its low- and moderate-income residents. Although the current economy offers significant challenges to many households, one bright side is that the housing stock affordable to low-income families has expanded significantly as a result of falling prices and historically low interest rates.

Based on the median income published by HUD, a four-person low-income household (80% AMI) can currently afford a mortgage of about \$280,000 and a one-person household could afford about \$184,000.

For the 12 months ending July 2013, the median home sales price was \$173,000. The median rent for the same period was \$1,356.

A continued supply of housing affordable to all household income levels is essential to meet the needs of the residents of the City. The City recognizes the importance of balancing construction of new affordable housing with preserving and rehabilitating current affordable housing resources.

Many of the City's efforts to foster and maintain affordable housing relate to the Housing Element. The City recently updated its General Plan Housing Element, which was certified in 2011. The City's 2010-16 Housing Element includes a number of important programs to facilitate the development of affordable housing in Lodi.

Both of these documents explore barriers to producing affordable housing, including governmental and non-governmental constraints. Governmental constraints include land use controls, entitlement processing, fees, and building codes. Land use controls are necessary to ensure orderly and appropriate development and growth in the City. Fees, land dedication, and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development.

To facilitate the development of affordable housing, the City may consider assisting developers to locate resources for funding affordable housing. Building and housing codes are implemented to ensure the safety of the community (housing residents, specifically). It is unlikely that the City will waive building or housing code requirements as a method of increasing affordability.

Non-governmental constraints include the availability of mortgage and rehabilitation financing, the supply and cost of land, and construction costs. The City will monitor these constraints and provide incentives to reduce them when possible.

Regional Housing Needs Allocation

In 2008, the City received its 2007-2014 regional housing needs allocation (RHNA) from the local Council of Governments. The allocation indicated the continued need for a supply of affordable housing and targets these needs by income group. In summary, the allocation calls for 25 percent of new housing production to be affordable to low-income households and 17 percent to be affordable to moderate-income households (using the HUD CDBG income definitions, which differ from those used in the Housing Element). This is a total of 917 low-income units and 650 moderate-income units, and reflects a significant need for new affordable housing.

The City's draft 2010-2016 General Plan Housing Element states that based on the state allocation of regional housing needs, Lodi will need to demonstrate the capacity to accommodate 917 housing units affordable to low-income households and 650 housing units affordable to moderate-income households during the planning period. In addition, the City will have to demonstrate the capacity to accommodate 716 units for persons earning between 81 and 120 percent of the area median income.

Public Housing and Resident Initiatives

The City does not own any public housing. The 2009-2014 Consolidated Plan does not include plans to construct or operate public housing.

The City does have two public and/or subsidized housing developments within its boundaries. These are owned and operated by the Housing Authority of the County of San Joaquin (HACSJ). The City works with HACSJ to ensure the continued quality of public housing in the City and to explore opportunities for additional development of affordable housing within the community.

Lead-Based Paint

The City did not conduct any activities for which lead-based paint clearance was necessary in 2013-14.

For non-CDBG-funded housing programs, the City does conduct a visual assessment to identify lead-based paint hazards when necessary and contracts with certified lead-based paint inspectors as required by state law.

Compliance and Monitoring

City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also provided information on subrecipient agreement policies, data collection, and financial management. The City recommended that each subrecipient read the “Playing by the Rules” guide produced by HUD. Staff provided technical assistance to subrecipients throughout the year.

Each quarter, staff examined the progress each subrecipient was making toward performance targets. Public services subrecipients must report their service population with each billing. Billings must be at least quarterly. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or when past performance issues have not been resolved.

The City has placed a strong emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress.

Anti-Poverty Strategy

During the program year, the City worked with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Salvation Army, which provides a full range of counseling and training services to homeless residents, and the Lodi Library adult literacy program.

The Second Harvest Food Bank, which was funded by a \$10,000 CDBG grant, provided food to low-income families through local churches and non-profits, many of whom offer social services to assist with job training and housing security.

The City provides code enforcement services to ensure that lower-income households have a habitable place to live.

The City contracts with San Joaquin Fair Housing to provide fair housing counseling to residents; most of the households that take advantage of this resource are low-income. The housing counseling offers advice on resolving tenant-landlord disputes, among other topics, in an attempt to help low-income households stay in their homes.

The City’s support of the LOEL Center will ensure that the City’s elderly receive adequate nutrition at a nominal cost. This preserves the limited income that many elderly persons have.

LEVERAGING RESOURCES

With respect to public services funded with CDBG funds, the City requires all subrecipients to identify other resources they will utilize during the program year to operate and implement CDBG-supported activities. It is the City’s intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds. To best leverage the City’s available resources, the City will continue to layer private and non-federal resources with federal resources.

Citizen Comments

The City provided public notice of the public review period and planned submission of this CAPER. The draft document was made available on the City website and at City Hall.

Public notice included the address of City Hall, staff contact names, mailing addresses, phone numbers, the address of website to view the report, and information on where to direct comments and questions.

If any comments are received, the City endeavors to respond to all questions or comments within 10 business days. The City received no comments on this CAPER during the public comment period.

SELF-EVALUATION

What is the status of grant programs?

The program year 2013-14 was Lodi's fifth year as a CDBG entitlement jurisdiction. The City has active grant programs engaging in public services, housing and public improvements.

Public Services

The City funded four public services activities in the program year: Graffiti Abatement, Second Harvest Food Bank, Fair Housing, and the Spay-Neuter program. The City had no performance issues with these services. The City also funded the Mobile Farmers' Market program. The agency experienced significant staffing turnover and was unable to undertake the CDBG-funded program this year. The City determined that the Spay-Neuter program will no longer receive CDBG funding.

Infrastructure

The City completed alley improvements, parks accessibility, and the Grape Bowl project in 2013-14. The City completed bidding and award for downtown parking.

Public Facilities

Improvements were completed at LOEL Senior Center and Hutchins Street Square.

Housing

The City discontinued the Home Accessibility Modifications Program due to a lack of capacity on the part of the subrecipient. Environmental review and bidding documents were completed for the weatherization of public housing units.

Are grant disbursements timely?

HUD requires that at a point approximately three-quarters of the way through the program year, CDBG grantees have available in their line of credit no more than 1.5 times that year's CDBG award.

The City of Lodi is compliant with this regulation with a timeliness ratio of 0.57 at the end of the program year. Funds are drawn from IDIS each month as they are expended.

Each mid-year, the City analyzes each project's rate of expenditure and ability to meet identified goals. As a result of this analysis, the City has routinely re-allocated funding that looked likely to remain unspent.

Are major goals on target?

Overall, the City is progressing toward its goals of fostering the development of affordable housing, improving target areas through public facilities and increases in services, and providing supportive services to the elderly and low-income households. The City will require additional effort to meet its goal of housing

rehabilitation. The City is also working with the local Small Business Development Center to provide economic development services.

Are any activities or types of activities falling behind schedule?

The Activity Summaries section of this CAPER provides a description of each activity undertaken in 2013-14 and its actual accomplishments during the year. As described previously, the home modification and housing rehabilitation programs are still in early implementation and design phase.

Are the activities and strategies making an impact on identified needs?

The housing and community development activities that are funded through the grant are making a positive impact in the community and specifically on the needs identified in the Consolidated Plan and Action Plan. The funded activities and strategies are vital to the City's health and well-being in many ways.

The City's considerable efforts to foster neighborhood improvements will allow more residents to have access to attractive, safe, and affordable housing, community services, and public facilities.

The funded public service activities provide many vulnerable citizens, such as seniors and extremely low-income persons, with essential and life-enhancing services. Each funded activity in this program year is directly related to one of the goals in the Consolidated Plan and helps to further achievement of the City's community development objectives and goals.

What barriers may have a negative impact on fulfilling the strategies and the overall vision?

The primary barrier to achieving the Consolidated Plan goals and strategies is a lack of funding. The City's need for affordable housing, public facilities, and public services to fully serve the low- and moderate-income population is extensive, and far exceeds available funding resources. The economic recession also limits the City's ability to fund projects and program using local resources.

Based on findings, what adjustments or improvements to strategies and activities might meet the City's needs more effectively?

The City will devote substantial staff time to researching new funding opportunities to maximize the City's ability to meet residents' needs. The City will also evaluate all proposed activities based on factors such as leveraging and number of beneficiaries in an attempt to increase funding efficacy.

Exhibit B

2014/15 ANNUAL ACTION PLAN AMENDMENT #1

2014-15

Community Development Block Grant

**Annual Action Plan
Amendment #1**

DRAFT

August 19, 2014



I. INTRODUCTION

The 2014-15 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of low-income households. This is the first year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The 2014-15 Annual Action Plan was adopted on May 7, 2014, and approved by the US Department of Housing and Urban Development in July 2014.

Upon the close out of 2013-14 CDBG projects and services, the City has identified three projects and two public services which have funding available for reallocation. The three projects have been completed and had costs that were lower than anticipated, leaving a balance available for reallocation. The two public services were not able to use their entire allocation by June 30, 2014. Those remaining funds from both projects and services will need to be reallocated to either new or existing projects. The total amount available for reallocation is \$6,915.

Questions regarding this Action Plan amendment should be directed to:

Joseph Wood
CDBG Program Administrator
City of Lodi
221 W. Pine Street, PO Box 3006
Lodi, CA 95241-1910
209-333-6800 x2467

The Action Plan amendment is available for public review during a 15-day public comment period from August 19, 2014 to September 3, 2014. A public notice announcing its availability was published in the *Lodi News-Sentinel* on August 19, 2014. A public hearing on the Amendment will be held on September 3, 2014, at the Lodi City Council meeting.

II. REALLOCATED FUNDS

The following projects and services are being considered for reallocation to new or existing projects:

Project Number	Project/Public Service Name	Balance for Transfer
12-02	2012 Parks Accessibility	\$595
12-03	Hale Park Court Resurfacing	\$1,140
13-07	Fair Housing	\$1,245
13-08	Spay/Neuter Program	\$2,083
13-12	Hutchins Street Square Pool Chair Lift	\$1,852
		\$6,915

III. ACTIVITY CHANGES

The City has identified an existing project to which it will commit the reallocated CDBG funding to. In order to commit funding to existing activities, or to create new activities, the City must amend the 2014-15 Annual Action Plan.

A description of the activity and proposed funding reallocation follows:

PUBLIC FACILITIES

Hutchins Street Square – North Entrance ADA – Phase I, Parks, Recreation & Cultural Services

Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing accessible paths of travel into and within an existing facility.

Output: One public facility improvement completed.

Outcome Category: Accessibility for the purpose of creating suitable living environments.

Goals Addressed: CD-1

Funding: \$106,105 – 2014-15 CDBG
 \$6,915 – Reallocated CDBG
 \$113,020 – NEW TOTAL

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); APPROVING AN AMENDMENT OF THE 2014-15 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community; and

WHEREAS, the 2013-14 CAPER describes the programs and activities accomplished during that program year, in which the City received \$649,980 in federal CDBG funds; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandated public comment period, a public hearing at the City Council meeting of September 3, 2014, to receive comments on the draft CAPER; and

WHEREAS, the 2014-15 Action Plan was adopted on May 7, 2014 and approved by the U.S. Department of Housing and Urban Development (HUD) in July 2014; and

WHEREAS, the City has identified the following five projects that have a total of \$6,915 in CDBG funding available for reallocation:

Project 12-02	2012 Parks Accessibility	\$ 595.00
Project 12-03	Hale Park Court Resurfacing	\$1,140.00
Project 13-07	Fair Housing	\$1,245.00
Project 13-08	Spay/Neuter Program	\$2,083.00
Project 13-12	HSS Pool Chair Lift (ADA)	\$1,852.00

WHEREAS, the City has identified one existing project in which to commit the reallocated funds:

Project 14-03	(Existing) HSS North Entrance – Phase I	\$ 6,915.00
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WHEREAS, the reallocation of funds requires an amendment of the 2014-15 Action Plan; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory public comment period, a public hearing at the City Council meeting of September 3, 2014, to receive comments on the proposed Action Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Final 2013-14 CAPER that is to be submitted to HUD by September 30, 2014; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the amendment of the 2014-15 Action Plan to accommodate the aforementioned reallocations, and the appropriation of funds accordingly.

Dated: September 3, 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 September 3, 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

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE 2013-14
CDBG CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AMENDMENT OF 2014-15
ANNUAL ACTION PLAN (AAP)

PUBLISH (DATES): August 4, 2014, August 19, 2014

TEAR SHEETS WANTED: 2 EXTRA

DELIVER TO: Community
Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: August 1, 2014

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE 2013-14 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AN AMENDMENT TO THE 2014-15 ANNUAL ACTION PLAN (AAP)

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, September 3, 2014 at 7:00 a.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the 2013-14 Community Development Block Grant (CDBG) Program Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment to the 2014-15 Annual Action Plan (AAP). The 2013-14 CAPER describes the programs and activities accomplished during that program year, in which the City received \$649,980 in federal CDBG funds. The AAP generally describes how the City will utilize program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The City proposes to reallocate funds from projects with unspent funds from previous years to existing or new projects.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents.

The CAPER and the AAP amendment are available for public review at the Lodi City Hall, 221 West Pine Street, and on the City's website at www.lodi.gov/community_development/neighborhoods/cdbg.html. Copies of the CAPER and the AAP amendment will be made available upon request and are free of charge.

The public review and comment period for the 2013-14 CAPER begins August 4, 2014 and will end September 3, 2014. The public review and comment period for the amendment of the 2014-15 AAP begins August 19, 2014 and will end September 3, 2014. The City Council will consider adoption of the 2013-14 CAPER and amendment of the 2014-15 AAP and provide an opportunity for public comment at their September 3, 2014 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person:

ADA/Section 504 Coordinator Joseph Wood, (209) 333-6800 x2467.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 333-6702. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Neighborhood Services Manager
Joseph Wood

Dated: August 4, 2014



DECLARATION OF POSTING

PUBLIC HEARING 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

On Thursday, August 7, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing 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 (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on August 7, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON
CITY CLERK**


JENNIFER M. ROBISON, CMC
CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING 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

On Thursday, August 7, 2014, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider 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, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

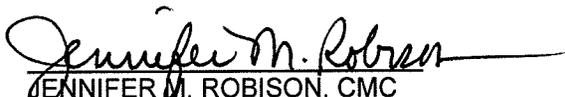
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

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

Executed on August 7, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON
CITY CLERK, CITY OF LODI**


JENNIFER M. ROBISON, CMC
CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



**THE CITY OF LODI
COMMUNITY DEVELOPMENT DEPARTMENT
Notice of Public Hearing for Discussion of the 2013-14 CDBG
Consolidated Annual Performance and Evaluation Report (CAPER)
and an Amendment to the 2014-15 Annual Action Plan**

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, September 3, 2014 at 7:00 a.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment to the 2014-15 Annual Action Plan (AAP). The 2013-14 CAPER describes the programs and activities accomplished during that program year, in which the City received \$649,980 in federal CDBG funds. The AAP generally describes how the City will utilize program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

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The CAPER is available for public review at the Lodi City Hall, 221 West Pine Street, and on the City's website at www.lodi.gov/community_development/neighborhoods/cdbg.html. Copies of the CAPER will be made available upon request and are free of charge.

The public review and comment period for the 2013-14 CAPER begins August 4, 2014 and will end September 3, 2014. The public review and comment period for the amendment of the 2014-15 AAP begins August 19, 2014 and will end September 3, 2014. The City Council will consider adoption of the 2013-14 CAPER and amendment of the 2014-15 AAP and provide an opportunity for public comment at their September 3, 2014 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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Neighborhood Services Manager
Joseph Wood

EXHIBIT B

Name	Agency	Street	City	Email	Phone	12/12/12	01/09/13	Applied	notes
Captains Tony and Martin Rol	c/o Salvation Army, Lodi Ca	PO Box 1388	Lodi, CA 95241	martin.ross@usw.salvationarmy.org	209-369-5896 x107				
Dean Fujimoto	c/o SJC Human Services / PO Box 201056		Stockton, CA 95201						
Edwin Cotton	c/o Lodi Boy's & Girl's Club	PO Box 244	Lodi, CA 95241	ecotton@bgclodi.com	209-334-2697	x			
Elvira Ramirez	Catholic Charities	1106 N. El Dorado	Stockton, CA 95202	eramirez@ccstockton.org	209-444-5938				
Jake McGregor	c/o One-Eighty Teen Center	17 W. Lockeford Street	Lodi, CA 95240						
Kristi Rhea	c/o Housing Authority of the City of Lodi	448 S. Center Street	Stockton, CA 95202	krhea@hacsj.com	209-460-5024				
Mike Mallory	c/o Second Harvest Food Bank	704 E. Industrial Park Drive	Manteca, CA 95337-6116	ktapia@feedingamerica.org	209-239-2091				
Peggy Wagner	c/o San Joaquin County Fair	436 N. El Dorado	Stockton, CA 95202	PeggyW@sfairhousing.com	(209) 451-3471				
Wayne Hose	c/o Emergency Food Bank	7 W. Scotts Avenue	Stockton, CA 95202	whose@stocktonfoodbank.org	209-464-7369				
Tracy Williams	c/o LOEL Foundation, Inc.	105 S. Washington Street	Lodi, CA 95240	tracy@loelcenter.net	209-368-2050	x	x	x	



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1897 Entitled, "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"

MEETING DATE: September 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1897.

BACKGROUND INFORMATION: Ordinance No. 1897 entitled, "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," was introduced at the regular City Council meeting of August 20, 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. 1897

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 fidelity 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 October 3, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this 3rd day of September, 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. 1897 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 September 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1897 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