



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: September 7, 2011

Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

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

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Government Code Section 54956.9; Actual Litigation; Jeremy Hixson v. City of Lodi and Lodi Unified School District, United States Eastern District Court Case Number 2:10-CV-01128-MCE-GGH

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 International Literacy Day Proclamation (LIB)
- B-2 Presentation Regarding September 11 Remembrance Ceremony and Community Emergency Preparedness Fair (FD)

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

- C-1 Receive Register of Claims in the Amount of \$8,390,742.35 (FIN)
- C-2 Approve Minutes (CLK)
 - a) August 16, 2011 (Shirtsleeve Session)
 - b) August 17, 2011 (Regular Meeting)
 - c) August 23, 2011 (Shirtsleeve Session)
 - d) August 30, 2011 (Shirtsleeve Session)

- C-3 Approve Request for Proposals and Authorize Advertisement for Contract Services for the Update and Implementation of the Development Code (CD)
- C-4 Approve Request for Proposals and Authorize Advertisement for Contract Services for the Development and Implementation of a Climate Action Plan (CD)
- C-5 Accept Donation of Heating, Cooling, and Dehumidifying Equipment for the Hutchins Street Square Pool and Designate General Fund Capital (\$25,000) for Equipment Modifications and Facility Maintenance (PW)
- Res. C-6 Adopt Resolution Standardizing GFI Genfare Fare Box, Authorizing the City Manager to Execute Purchase Order for Four Fare Boxes with GFI Genfare, of Elk Grove Village, IL (\$80,520), and Appropriating Funds (\$4,800) (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Purchase Order for Four 32-Foot Transit Vehicles with El Dorado Bus Sales, of Hayward (\$1,874,100), and Appropriating Funds (\$1,940,000) (PW)
- Res. C-8 Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, OR, and Howard Industries Inc., of Laurel, MS (\$44,513.69) (EUD)
- Res. C-9 Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc., of Astoria, OR, and Howard Industries Inc., of Laurel, MS (\$49,877.48) (EUD)
- C-10 Accept Improvements Under Contract for the Residential Water Meter Installation Project (PW)
- C-11 Accept Improvements Under Contract for 2011 Streets Crack Sealing Project (PW)
- Res. C-12 Adopt Resolution Accepting Improvements for Reynolds Ranch Phase 2A On-Site Improvements and Wastewater Trunk Line (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute Contract for Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street, with Biondi Paving, Inc., of Sacramento (\$129,977); Appropriating Funds (\$160,000); and Amending Traffic Resolution No. 97-148 by Designating Parking for Physically Handicapped Persons at 215 West Elm Street (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Submit Application to the U.S. Department of Housing and Urban Development for the 2011 Community Challenge Planning Grant and Execute the Agreement, any Amendments Thereto, and Any Related Documents Necessary to Participate in the Program (CD)
- Res. C-15 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 35-Miles-Per-Hour Speed Limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane (PW)
- Res. C-16 Rescind Resolutions 2008-166, 2010-99, 2011-41, 2011-77, and 2011-120 and Adopt Resolution Authorizing the Issuance of Procurement Cards to Specified Positions (CM)
- C-17 Approve Waiver of Conflict of Interest for Meyers Nave's Representation of Northern California Power Agency (CA)
- C-18 Set Public Hearing for October 5, 2011, to Consider Amending Lodi Municipal Code Chapter 16.40 – Reimbursements for Construction – by Repealing and Reenacting Section 16.40.050, "Reimbursement Agreements," in Its Entirety (PW)

D. Comments by the Public on Non-Agenda Items

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

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.

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 and Approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a Separation Agreement with San Joaquin County; and an Amendment of the 2011/12 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from the 2010/11 Program Year and Transferred CDBG Funds from San Joaquin County Through the Separation Agreement (CD)

H. Communications

- H-1 Re-Post for Vacancies on the Personnel Board of Review (CLK)
H-2 Appointments to the Greater Lodi Area Youth Commission ~ Student Appointees (CLK)

I. Regular Calendar – None

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1847 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.175, 'Schedule ECA – Energy Cost Adjustment'" (CLK)
(Adopt)
- Ord. J-2 Adopt Ordinance No. 1848 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.200, 'Schedule ED – Residential SHARE Program Service'" (CLK)
(Adopt)
- Ord. J-3 Adopt Ordinance No. 1849 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 2 – Administration and Personnel – Chapter 2.12, 'City Manager,' by Repealing and Reenacting Section 2.12.060(T) Relating to Contract Authority of the City Manager; and Further Amending Lodi Municipal Code Title 3 – Revenue and Finance – by Repealing and Reenacting Chapter 3.20 in Its Entirety Relating to the Purchasing System" (CLK)
(Adopt)
- Ord. J-4 Adopt Ordinance No. 1850 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Reenacting Section 13.12.460(L); and Further Repealing and Reenacting Section 13.12.565 Relating to Sewer Service" (CLK)
(Adopt)
- Ord. J-5 Adopt Ordinance No. 1851 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 2.44 – Personnel System – by Repealing and Reenacting Section 2.44.090, 'Qualifications of Members,' Relating to an Applicant's Voter Registration" (CLK)
(Adopt)

K. Adjournment

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

Randi Johl
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: International Literacy Day Proclamation

MEETING DATE: September 7, 2011

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Mayor Johnson present a proclamation proclaiming Thursday, September 8, 2011 as "International Literacy Day."

BACKGROUND INFORMATION: Mayor Johnson has been requested to present a proclamation proclaiming Thursday, September 8, 2011 as "International Literacy Day." Terry Costa, Library Trustee and Literacy Tutor, will be present to accept the proclamation.

In 1965 UNESCO proclaimed September 8th as International Literacy Day. Its aim is to highlight the importance of literacy to individuals, communities and societies. The theme for the 2011 International Literacy Day is "Literacy and Peace."

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Nancy C. Martinez
Library Services Director

NM/sb

APPROVED: _____
Rad Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation Regarding September 11th Remembrance Ceremony and Community Emergency Preparedness Fair

MEETING DATE: September 7, 2011

PREPARED BY: Interim Fire Chief

RECOMMENDED ACTION: Presentation regarding September 11th Remembrance Ceremony and Community Emergency Preparedness Fair.

BACKGROUND INFORMATION: Interim Fire Chief Dan Haverty will inform City Council of the upcoming September 11th Remembrance Ceremony and Community Emergency Preparedness Fair to be held on Saturday, September 10, 2011, from 9:11 a.m. to 1 p.m. at Hutchins Street Square. Chief Haverty invites City Council Members and the citizens of Lodi to attend the remembrance ceremony and fair.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Dan M. Haverty D.P.A.
Interim Fire Chief

DMH/lh

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through August 11, 2011 in the Total Amount of \$8,390,742.35

MEETING DATE: September 7, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$8,390,742.35.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$8,390,742.35 through 8/11/11. Also attached is Payroll in the amount of \$2,278,728.81.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 08/23/11

As of Thursday	Fund	Name	Amount
08/11/11	00100	General Fund	1,020,196.67
	00160	Electric Utility Fund	3,330,944.24
	00161	Utility Outlay Reserve Fund	14,202.64
	00164	Public Benefits Fund	156,108.49
	00166	Solar Surcharge Fund	12,352.50
	00170	Waste Water Utility Fund	27,823.20
	00171	Waste Wtr Util-Capital Outlay	1,219.43
	00172	Waste Water Capital Reserve	46,292.61
	00180	Water Utility Fund	16,904.86
	00181	Water Utility-Capital Outlay	2,183,609.44
	00210	Library Fund	5,606.99
	00230	Asset Seizure Fund	416.79
	00234	Local Law Enforce Block Grant	181.17
	00235	LPD-Public Safety Prog AB 1913	60.66
	00260	Internal Service/Equip Maint	34,464.40
	00270	Employee Benefits	499,899.20
	00300	General Liabilities	7,115.55
	00301	Other Insurance	131,231.00
	00310	Worker's Comp Insurance	27,373.73
	00320	Street Fund	12,808.25
	00321	Gas Tax-2105,2106,2107	36,123.15
	00325	Measure K Funds	41,511.22
	00326	IMF Storm Facilities	298,180.71
	00330	RTIF County/COG	3,012.64
	00339	Prop.1B-Local Streets & Roads	152.29
	00340	Comm Dev Special Rev Fund	2,085.19
	00345	Community Center	8,769.26
	00346	Recreation Fund	107.71
	00347	Parks, Rec & Cultural Services	31,959.66
	00459	H U D	10,374.59
	01217	IMF Parks & Rec Facilities	1,498.15
	01241	LTF-Pedestrian/Bike	3,010.00
	01250	Dial-a-Ride/Transportation	227,893.21
	01251	Transit Capital	49.52
	01410	Expendable Trust	95,615.04
Sum			8,289,154.16
	00184	Water PCE-TCE-Settlements	294.00
	00185	PCE/TCE Rate Abatement Fund	84,829.64
	00190	Central Plume	16,464.55
Sum			101,588.19
Total Sum			8,390,742.35

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	07/24/11	00100	General Fund	640,043.74
		00160	Electric Utility Fund	142,184.48
		00161	Utility Outlay Reserve Fund	9,058.61
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	105,724.77
		00180	Water Utility Fund	933.12
		00210	Library Fund	28,596.67
		00235	LPD-Public Safety Prog AB 1913	1,384.80
		00260	Internal Service/Equip Maint	16,828.68
		00321	Gas Tax-2105,2106,2107	28,297.91
		00340	Comm Dev Special Rev Fund	21,716.18
		00346	Recreation Fund	408.00
		00347	Parks, Rec & Cultural Services	123,777.31
		01250	Dial-a-Ride/Transportation	6,295.61
Pay Period Total:				
Sum				1,128,655.28
	08/07/11	00100	General Fund	655,963.54
		00160	Electric Utility Fund	141,232.57
		00161	Utility Outlay Reserve Fund	9,821.04
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	106,970.90
		00180	Water Utility Fund	933.12
		00210	Library Fund	28,166.88
		00235	LPD-Public Safety Prog AB 1913	1,396.44
		00260	Internal Service/Equip Maint	16,828.68
		00321	Gas Tax-2105,2106,2107	28,997.40
		00340	Comm Dev Special Rev Fund	22,591.88
		00346	Recreation Fund	306.00
		00347	Parks, Rec & Cultural Services	126,095.60
		01250	Dial-a-Ride/Transportation	6,985.70
Pay Period Total:				
Sum				1,150,073.53



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Minutes
a) August 16, 2011 (Shirtsleeve Session)
b) August 17, 2011 (Regular Meeting)
c) August 23, 2011 (Shirtsleeve Session)
d) August 30, 2011 (Shirtsleeve Session)

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 16, 2011 (Shirtsleeve Session)
b) August 17, 2011 (Regular Meeting)
c) August 23, 2011 (Shirtsleeve Session)
d) August 30, 2011 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 16, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 16, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Hansen, and Council Member Katzakian

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Utility Financial Reports for the Fourth Quarter of Fiscal Year 2010/11 Ending June 30, 2011 (CM)

City Manager Rad Bartlam briefly introduced the subject matter of the utility quarterly update.

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the Public Works water and wastewater utility update. Specific topics of discussion included water and wastewater cash flow summaries, operating results, cash balances, bad debt write-off, and accomplishments.

In response to Mayor Pro Tempore Mounce, Mr. Swimley stated the development fees received were associated with the water treatment facility and a PCE/TCE project.

In response to Council Member Nakanishi, Mr. Bartlam stated with wastewater everything that is not spent from what is collected goes into the utility reserve.

In response to Mayor Johnson, Mr. Swimley stated there are still some wineries that continue to truck waste out to the facility.

In response to Mayor Pro Tempore Mounce, Mr. Swimley stated the average cash on hand is 90 days for Lodi. He stated currently the utility well exceeds that amount because some money will be spent on capital projects.

In response to Mayor Pro Tempore Mounce, Mr. Swimley stated previously the capital fund was used to pay debt service and was not back-filled. He stated that account is now being back-filled at \$750,000 per year for debt service and when the balance is zero that fund will no longer be negative.

In response to Council Member Nakanishi, Public Works Director Wally Sandelin stated the debt service that was paid out of the capital fund was related to a bond issue for the White Slough facility back in the 1980s.

In response to Mayor Pro Tempore Mounce, Mr. Swimley stated the Build America bonds will be used for the water treatment facility bond issue.

A brief discussion ensued among Mayor Pro Tempore Mounce, Mr. Sandelin, Deputy City Manager Jordan Ayers, and Mr. Bartlam regarding how cash on hand days are calculated with the City and rating agencies and the inclusion of capital costs. Mr. Sandelin stated he will

distribute to the Council the current financial model, which shows the true actual numbers for operating.

In response to Council Member Nakanishi, Mr. Swimley stated the PCE/TCE line item was set up some years ago to provide an accounting of the clean-up and settlement of PCE/TCE.

In response to Mayor Johnson, Mr. Swimley stated the actual costs associated with implementing the latest state mandate associated with storm water drainage permits is unknown as is the effect on local businesses.

In response to Council Member Nakanishi, Mr. Swimley stated the supplies and equipment line item is considerably less because there were some roll overs from previous years that did not get spent.

In response to Mayor Johnson, Mr. Sandelin stated the final resurfacing of Mills Avenue will occur in October during the two week school break and the pipe on Turner has already been boarded.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the electric utility quarterly update. Specific topics of discussion included electric cash flow summary, operating results, cash balances, power supply costs, power sales, Energy Cost Adjustment revenue, billing statistics, bad debt write-off, Northern California Power Agency (NCPA) general operating reserve (GOR), open position, and accomplishments.

In response to Mayor Pro Tempore Mounce, Ms. Kirkley stated the reserve goal for the utility for cash on hands is 90 days.

In response to Mayor Pro Tempore Mounce, Ms. Kirkley stated the revenues and expenditures will be matched up throughout the year for timing purposes to ensure that the solar rebates do not run out.

In response to Council Member Nakanishi, Ms. Kirkley confirmed the utility is mandated to set aside 2.5% of revenues for public benefit programs, the funds can accumulate for use on a larger energy efficiency project, and the average amount spent annually is approximately \$900,000.

In response to Mayor Johnson, Ms. Kirkley stated the sale of excess power is done on a daily basis at market rates, sales vary greatly depending upon the amount of the original purchase, and there have been days when Cal-ISO is giving power away.

In response to Mayor Johnson, Mr. Bartlam stated staff is going to try to ratchet down the number of days for delinquent accounts from 90 to 45 because the longer unpaid amounts turn into bad debt write off.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam and Mr. Ayers stated the City could pull the amount of the GOR increase from NCPA if it so desired although NCPA currently has a better interest rate.

In response to Council Member Nakanishi, Mr. Ayers provided an overview of how GOR works, stating he will research the amount that has been over or under paid at the end of year previously and provide those numbers as requested.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated the rating agency does not have a preference for the money being held at the City versus NCPA.

In response to Mayor Johnson, Ms. Kirkley confirmed that overall there were no negative

comments received with respect to automated meters and provided an overview of the energy theft diversion program.

In response to Myrna Wetzel, Ms. Kirkley stated the new pole installation and testing is being handled by Osmose, the City's contractor on the project.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:55 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 17, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 17, 2011, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Actual Litigation: Government Code §54956.9; One Application; Roger Butterfield v. City of Lodi; WCAB Case No.-Unassigned - 09/23/10

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:47 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion only.

In regard to Item C-2 (c), direction was given to provide the requisite notice to the General Services, Maintenance and Operators, and Mid-Managers bargaining groups to terminate their respective contracts effective December 31, 2011.

A. Call to Order / Roll Call

The Regular City Council meeting of August 17, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

B-1 Presentation of Firefighter of the Year 2010 Plaque to Fire Captain Brad Doell (FD)

Interim Fire Chief Dan Haverty and Mayor Johnson presented the Firefighter of the Year 2010 plaque to Fire Captain Brad Doell.

B-2 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

Kelley McConahey and Alex Maldonado, members of the Greater Lodi Area Youth Commission, gave an update on the activities and accomplishments of the Commission.

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

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$9,134,088.75 (FIN)

Claims were approved in the amount of \$9,134,088.75.

C-2 Approve Minutes (CLK)

The minutes of August 2, 2011 (Shirtsleeve Session), August 3, 2011 (Regular Meeting), and August 9, 2011 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids to Procure Polemount and Padmount Transformers (EUD)

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

C-4 Approve Specifications and Authorize Advertisement for Bids for 6,000 Feet of Underground Cable (EUD)

Approved the specifications and authorized advertisement for bids for 6,000 feet of underground cable.

C-5 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 with A. M. Stephens Construction Company, Inc., for 2011 Disabled Access Improvements Project (\$64,278) (PW)

Adopted Resolution No. 2011-129 authorizing the City Manager to execute Contract Change

Order No. 1 with A. M. Stephens Construction Company, Inc., for 2011 Disabled Access Improvements Project in the amount of \$64,278.

C-6 Adopt Resolution Authorizing the City Manager to Enter into Fourth Amendment to World of Wonders Science Museum Lease (PW)

Adopted Resolution No. 2011-130 authorizing the City Manager to enter into Fourth Amendment to World of Wonders Science Museum Lease.

C-7 Authorize City Manager to Execute Agreement with Quality Sound, of Stockton, for Installation of Audio/Video Equipment at Carnegie Forum (\$51,335) (CM)

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

In response to Council Member Nakanishi, Mr. Bartlam stated the proposed expenditure cannot be spent in any other fashion except cable and related public access.

Mayor Johnson made a motion, second by Council Member Katzakian, to authorize the City Manager to execute an agreement with Quality Sound, of Stockton, for the installation of audio/video equipment at Carnegie Forum in the amount of \$51,335.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-8 Adopt Resolution Amending the Low-Income Residential Energy Efficient Refrigerator Replacement Program, Appropriating \$15,600 in American Recovery and Reinvestment Act Funds, and Authorizing the City Manager to Execute Contracts for Program Administration in an Amount Not to Exceed \$85,600 (EUD)

Adopted Resolution No. 2011-131 amending the Low-Income Residential Energy Efficient Refrigerator Replacement Program, appropriating \$15,600 in American Recovery and Reinvestment Act funds, and authorizing the City Manager to execute contracts for program administration in an amount not to exceed \$85,600.

C-9 Adopt Resolution in Support of the San Joaquin Valley Regional Plug-In Electric Vehicle Coordinating Council Project (EUD)

Adopted Resolution No. 2011-132 in support of the San Joaquin Valley Regional Plug-In Electric Vehicle Coordinating Council Project.

C-10 Adopt Resolution in Support of the Property Assessed Clean Energy Protection Act of 2011 (CD)

Adopted Resolution No. 2011-133 in support of the Property Assessed Clean Energy Protection Act of 2011.

C-11 Rescind Resolutions 90-03 and 91-132 and Adopt Resolution Authorizing Specified Positions Monetary Settlement Authority Relating to General Liability Claims (CM)

Rescinded Resolutions 90-03 and 91-132 and adopted Resolution No. 2011-134 authorizing

specified positions monetary settlement authority relating to general liability claims.

C-12 Approve Response to 2010/11 San Joaquin County Grand Jury Report Regarding City Government Websites (CM)

Approved response to 2010/11 San Joaquin County Grand Jury report regarding city government websites.

C-13 Set Public Hearing for September 7, 2011, to Consider and Approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a Separation Agreement with San Joaquin County; and an Amendment of the 2011/12 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from the 2010/11 Program Year and Transferred CDBG Funds from San Joaquin County Through the Separation Agreement (CD)

Set public hearing for September 7, 2011, to consider and approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a separation agreement with San Joaquin County; and an amendment of the 2011/12 Action Plan to accommodate the reallocation of unused CDBG funds from the 2010/11 program year and transferred CDBG funds from San Joaquin County through the separation agreement.

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. 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.

None.

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

Council Member Nakanishi provided a status report regarding the State budget, economy, and home sales.

Mayor Pro Tempore Mounce stated she received some inquiries regarding electric utility billing and suggested information be provided to the citizens through the newsletter regarding meter changes and energy cost adjustments. She also suggested looking into a peace keeper program to address increased gang activity on the east side of town.

Mayor Johnson commended all those associated with the successful visit from the Kofu, Japan Sister City guests.

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

City Manager Bartlam commented on his recent meeting with Robin Rushing, wished Mayor Johnson a belated Happy Birthday, and congratulated Mayor Pro Tempore Mounce on her successful battle against cancer.

G. Public Hearings

G-1 Public Hearing to Consider Introduction of Ordinance Amending Chapter 13.20 - Electrical Service - Section 175 Titled, "Schedule ECA - Energy Cost Adjustment" (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introduction of ordinance amending Chapter 13.20 - Electrical Service - Section 175 Titled, "Schedule ECA - Energy Cost Adjustment."

Electric Utility Director Elizabeth Kirkley provided a brief overview of the proposed ordinance change in light of the disbandment of the former Lodi Budget/Finance Committee.

No public comments were received on this item.

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1847 amending Chapter 13.20 - Electrical Service - Section 175 Titled, "Schedule ECA - Energy Cost Adjustment."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

G-2 Public Hearing to Consider Introduction of Ordinance Amending Chapter 13.20 - Electrical Service - Section 200 Titled, "Schedule ED - Residential SHARE Program Service" (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introduction of ordinance amending Chapter 13.20 - Electrical Service - Section 200 Titled, "Schedule ED - Residential SHARE Program Service."

Electric Utility Director Elizabeth Kirkley provided a brief overview of the proposed ordinance change to provide consistency with State and federal guidelines.

In response to Mayor Pro Tempore Mounce, Ms. Kirkley stated the proposed thresholds vary slightly based on income levels but are consistent with the State numbers. Ms. Kirkley and Manager of Customer Services and Programs Rob Lechner confirmed the threshold amount of \$47,000, which will affect approximately 3,000 families.

In response to Mayor Johnson, Mr. Lechner confirmed income levels vary based on geographic and demographic numbers in various counties.

In response to Mayor Pro Tempore Mounce, Mr. Lechner stated the program specifics will be communicated to the public through the newspaper, utility billings, press releases, and community groups. He stated some public benefit funds will be used to offset the costs of the program.

No public comments were received on this item.

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to introduce Ordinance No. 1848 amending Chapter 13.20 - Electrical Service - Section 200 Titled, "Schedule ED - Residential SHARE Program Service."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications - None

I. Regular Calendar

I-1 Introduce Ordinance Amending Lodi Municipal Code Title 2 - Administration and Personnel - Chapter 2.12, "City Manager," by Repealing and Reenacting Section 2.12.060(T) Relating to Contract Authority of the City Manager and Further Amending Lodi Municipal Code Title 3 - Revenue and Finance - by Repealing and Reenacting Chapter 3.20 in Its Entirety Relating to the Purchasing System (CM)

Deputy City Manager Jordan Ayers provided a brief PowerPoint presentation regarding the proposed ordinance relating to the purchasing system. Specific topics of discussion included prior consideration at a Shirtsleeve Session, centralized versus decentralized purchasing, staff efficiencies, updated limits, and procurement card usage.

Council Members provided general comments in support of the proposed ordinance related to staff efficiencies and safe guards in the process.

Ed Miller spoke in regard to his concerns regarding the efficiency of the process.

John Slaughterback spoke in regard to his concerns regarding the need for good oversight.

Mayor Johnson made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1849 amending Lodi Municipal Code Title 2 - Administration and Personnel - Chapter 2.12, "City Manager," by repealing and reenacting Section 2.12.060(T) relating to contract authority of the City Manager and further amending Lodi Municipal Code Title 3 - Revenue and Finance - by repealing and reenacting Chapter 3.20 in its entirety relating to the purchasing system.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-2 Introduce Ordinance Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Reenacting Section 13.12.460(L) and Further Repealing and Reenacting Section 13.12.565 Relating to Sewer Service (CA)

City Attorney Schwabauer provided a brief overview of the proposed ordinance based on typographical changes needed by the State.

Mayor Johnson made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1850 amending Lodi Municipal Code Title 13 - Public Services - by repealing and reenacting Section 13.12.460(L) and further repealing and reenacting Section 13.12.565 relating to sewer service.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-3 Introduce Ordinance Amending Lodi Municipal Code Chapter 2.44 - Personnel System - by Repealing and Reenacting Section 2.44.090, "Qualification of Members" (CA)

City Attorney Schwabauer provided a brief overview of the proposed ordinance change as it relates to voter registration within the County for the Personnel Board of Review.

In response to Council Member Nakanishi, Mr. Schwabauer stated that, while the Personnel Board of Review has not been active recently, it is an important board that will likely be called to service in the near future.

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1851 amending Lodi Municipal Code Chapter 2.44 - Personnel System - by repealing and reenacting Section 2.44.090, "Qualification of Members."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-4 Approve Downtown Lodi Business Partnership 2011 Annual Report, Adopt Resolution of Intention to Levy Annual Assessment, and Set Public Hearing for September 7, 2011, to Consider the Proposed Assessment (CM)

Jaime Watts, Executive Director of the Downtown Lodi Business Partnership (DLBP), provided an overview of the annual DLBP report as set forth in the staff report.

In response to Council Member Nakanishi, Ms. Watts stated she will provide the numbers associated with the amount of assistance the DLBP has received from the City for the last few years.

In response to Mayor Pro Tempore Mounce, Ms. Watts stated she will try to speak with the post office located in downtown regarding beautification of their grounds.

In response to Council Member Hansen, Ms. Watts stated DLBP will not make any money off the carriage rides, while there is more to be done DLBP is doing as much as it can with the limited funding it has available, a full eight member board is currently in place, and while there has been some turnover on the board it is now stabilizing.

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to approve Downtown Lodi Business Partnership 2011 Annual Report, adopt Resolution No. 2011-135 of Intention to levy annual assessment, and set public hearing for October 5, 2011, to consider the proposed assessment.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:04 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 23, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 23, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Development Impact Mitigation Fee Program Update (PW)

City Manager Bartlam briefly introduced the subject matter of the impact mitigation fee update.

Public Works Director Wally Sandelin, Harris and Associates representative Alison Bouley, and Goodwin Consulting representative Victor Rzyk provided a PowerPoint presentation regarding the impact mitigation fee update. Specific topics of discussion included project progress, transportation projects and costs, outstanding funding assumptions, transportation impact fee, storm drainage fee concept, storm drainage project costs, storm drainage impact fee, general facilities impact fee, general facilities project costs, revised fire impact fee, fire project costs, police fee methodology survey, and Reynolds Ranch Project water supply assessment.

In response to Council Member Hansen, Mr. Sandelin stated that, while the signal at Mills Avenue and Elm Street was previously discussed, traffic projections still show the signal will be warranted in 5 to 15 years and the project would still come back to Council for final approval.

In response to Mayor Johnson, Mr. Sandelin stated 20% of the traffic light project funding will come from impact fees based upon the new traffic that is generated.

In response to Council Member Hansen, Mr. Sandelin stated the Woodbridge Irrigation District Crossing project is complete but a portion of the cost will be recovered from impact fees.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the transportation project costs represent the entire cost but there are other outside funds that may be available, such as Measure K funds, to accelerate the projects.

In response to Mayor Johnson, Mr. Sandelin stated the City may not receive funding from the other funding sources for many years to come.

In response to Council Member Hansen, Mr. Sandelin stated the Harney Lane project was primarily attributed to new growth.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the City was already collecting for Harney Lane improvements but has not yet collected for the grade separation.

In response to Council Member Hansen, Mr. Sandelin stated Temple Baptist Church may assert the permanence of the temporary basin, which is currently used for baseball.

In response to Council Member Hansen, Mr. Sandelin stated the pump station at DeBenedetti Park is currently being constructed.

In response to Mayor Johnson, Mr. Sandelin stated the mechanical trash racks are related to the new permit requirement for disposing of trash before it hits the Mokelumne River.

In response to Mayor Johnson, Mr. Bartlam stated pursuant to the General Plan low-income density is 2 to 8 units per acre and medium density is 8 to 20 units per acre.

In response to Council Member Hansen, Mr. Irzyk stated the per capita methodology is the most commonly used in impact fee analysis.

In response to Council Member Hansen, Mr. Sandelin stated in the future the City could add additional space to the library or construct a new facility.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the money could also be spent on technology related improvements at the library so long as the use is being expanded for new growth.

In response to Council Member Hansen, Mr. Sandelin stated the primary reason for the decrease in fees is that there are fewer projects pending and several projects have already been completed.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated he anticipates the City's landscaping and maintenance district policy to continue for new growth purposes.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated that, while Fire Station No. 5 is not currently included because a need does not exist, he does anticipate that the station will be included in the first five-year update.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin confirmed that all water related to the assumptions is derived from surface water and not groundwater.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated the Reynolds Ranch fee recommendation is \$6,843 per dwelling unit and the final approval will come back to the City Council.

In response to Council Member Hansen, Mr. Sandelin stated staff will be closely reviewing and monitoring growth projections for future housing growth analysis and fee determination purposes.

John Beckman, representing the Building Industry Association, spoke in regard to his concerns about the water connection fee and the need to factor in safe yield numbers in the final calculations as set forth in the General Plan.

In response to Myrna Wetzel, Mr. Bartlam stated staff is still in the process of negotiating with the property owner for a proposed site for Fire Station No. 2. In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated a trailer on site while the current station is being rebuilt is the last alternative.

In response to Myrna Wetzel, Mr. Bartlam confirmed that drivers of vehicles in the City will likely have to pay an additional \$12 when registering their vehicles as a result of SB 375, which is an unfunded State mandate related to air pollution.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:55 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 30, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 30, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Katzakian, and Council Member Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Water Treatment Plant Staffing Plan Update (PW)

City Manager Rad Bartlam provided a brief introduction to the subject matter of the Water Treatment Plant Staffing Plan.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the Water Treatment Plant Staffing Plan. Specific topics of discussion included operation phases, commissioning, post commissioning, normalization, optimization, comparison of staffing, comparison of staff compensation, comparison of labor costs, common costs, other costs, and general considerations.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the estimated maintenance and operations costs are incorporated into the numbers presented for the private vendors and the City. Mr. Sandelin stated the maintenance for the existing wells has been capped at \$50,000.

Mayor Pro Tempore Mounce requested the annual maintenance costs for the existing 26 wells over the last five years.

In response to Mayor Johnson, Mr. Sandelin stated the City is required to monitor and report results of various tests showing that the City is providing good quality water to the citizens and permission to operate is granted by the various agencies accordingly.

In response to Council Member Hansen, Mr. Sandelin stated the normalization process will be similar to the sewage plant, which operates 16 hours a day. Mr. Sandelin stated the design of the plant allows full automation with alarms and remote access by the supervisor at home or at the plant.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the details of the interface between the City and the vendor should the Council decide to go that route will be forthcoming with respect to responsibility for fines, accidental discharges, and other similar matters.

In response to Council Member Hansen, Mr. Sandelin stated the \$50,000 estimate is close to the existing well maintenance number and the two other PAUL membrane plants in California staff visited are in Azousa and Carmichael.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the Southwest proposal included a statement regarding trucks capital maintenance but details were not provided.

In response to Council Member Hansen, Mr. Sandelin stated the Southwest proposal did indicate they would provide the positions listed but for a couple of the positions details were not provided as to whether or not they would be contracted employees or work for the company.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin stated the positions that are marked N/A could be positions that are subcontracted or shared positions.

In response to Council Member Hansen, Mr. Sandelin stated the lead operator will supervise the instrumentation technician although the ultimate person responsible is the plant manager. Mr. Sandelin stated the salaries are driven by contracts and the numbers shown are fully loaded with concessions.

Discussion ensued between Mayor Pro Tempore Mounce and Mr. Sandelin regarding the difference in positions between the Southwest proposal and the City over years one, two, and three.

In response to Mayor Pro Tempore Mounce and Council Member Hansen, Mr. Sandelin reviewed the current and proposed SCADA operations and need for start-up technical support.

In response to Mayor Johnson, Mr. Sandelin stated Public Works currently pays Electric Utility approximately \$300,000 annually for various calls and with the Lodi Center Credit that number will be reduced to \$150,000.

In response to Mayor Pro Tempore Mounce, Mr. Sandelin confirmed that there will be no profit for the City in providing the service to citizens and maintaining and operating the plant.

In response to Council Member Hansen, Mr. Sandelin stated he is not sure what the profit margin is for Southwest because the proposal is based on estimated numbers and details are not provided.

A brief discussion ensued amongst the City Council and Mr. Sandelin regarding staffing requirements and experience of employees, regulations and requirements set forth in contracts that must be met, and the potential of change orders.

In response to Mayor Johnson, Mr. Sandelin stated the PAUL membranes are well respected nationally as new technology.

In response to Council Member Hansen, Mr. Sandelin stated the PAUL membrane technology was created within the last ten years.

Southwest representative Bill Reavis provided a brief overview of the company, stating the company started in the 1940s, there are over 2,000 employees working in eight states, of which six are membrane plants and one is a PAUL membrane plant. Mr. Reavis also discussed the lack of change orders as an operating company, the Mountain House plant operations, relationships with various regulatory agencies, previous experience with well contamination and monitoring, and public outreach efforts.

Bill Lyko, representing the Coalition of Concerned Citizens of Stockton (CCCOS), spoke in regard to his concerns about privatizing citizen services, the utilization of contractors and subcontractors, true-up fees, profit margins for private companies, and the City of Stockton's experience with running its plant.

Veolia representative James Good spoke in regard to the benefits of privatization, including risk transfer, cost controls, and experienced employees for start-up plants. He also

discussed transition and training, status as a publicly-traded company, payment of fines, and relationships with various regulatory agencies.

Ed Miller spoke in regard to establishing some criteria by which to evaluate private companies and the need to closely monitor the contract when a service is outsourced.

Ann Cerney spoke in support of the efforts of CCCOS and their concerns with privatization. In response to Ms. Cerney, Mr. Sandelin confirmed the well water would be blended with the new plant.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request For Proposals and Authorize Advertisement for Contract Services For the Update and Implementation of the Development Code.

MEETING DATE: September 7, 2011

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Approve Request for Proposals and authorize advertisement for contract services for the update and implementation of the Development Code.

BACKGROUND INFORMATION: The City is seeking proposals from qualified organizations, individuals and firms to assist in the completion of the update and implementation of the Development Code.

In 1999, a consultant was retained to prepare an updated Zoning Ordinance for the City. They worked with City staff and the Planning Commission to determine what the City wanted in a new Development Code, and what issues or problems the City had with the existing Zoning Ordinance. One of the early directions they received from the City was to prepare a document that would retain some semblance with the current zoning code and one that would not be a radical departure from the current zoning practices. This was done for a number of reasons. First, the City did not want to make radical changes that would result in major portions of the City's existing uses or buildings becoming nonconforming or in major conflict with the new ordinance. Second, the City wanted to maintain a development pattern that would still be compatible with existing development in the City, particularly residential development. The City was looking for a Development Code that was more evolutionary as opposed to revolutionary in nature. The City hoped to update and upgrade the ordinance while still retaining development concepts that have made Lodi a special place.

Based on this direction, the consultants went through the existing zoning ordinance chapter by chapter and suggested changes or ways to improve the document. This included greatly expanding and updating the list of definitions; adding numerous tables and illustrations to help explain zoning and planning concepts; changing or adding regulatory standards to address current development issues faced by the City; and reorganizing the document to make it easier to comprehend and making it more user-friendly. Additionally, the document codifies procedural issues to help the public navigate the sometimes complex planning and zoning process.

City staff reviewed these suggestions and added their own comments and ideas. Following numerous reviews and rewrites, the consultants prepared a series of draft chapters of the document for review by the City. The individual chapters were brought before the Planning Commission for their input and

APPROVED: _____
Konradt Bartlam, City Manager

suggestions over a period of a year or so. Based on the Planning Commission's discussions, their ideas and suggestions for changes were incorporated into the document.

Finally, a preliminary draft Development Code was being prepared by the consultant in 2003. City staff was in the process of conducting a final review of the draft Development Code and working on a program to begin a public review and discussion process prior to the eventual adoption of the document by the Planning Commission and the City Council. At this stage of the process, the City decided to temporarily halt the project and stop further work on the new Development Code. The reason for suspending the work was two-fold. First, the City was in the middle of a hiring freeze and was experiencing serious staffing shortages, compounded by the departure of some key departmental staff including the Planning Manager and the Community Development Director. Because of a shortage of staff, staff determined that they could not deal with both this project and the other day to day workload that required staff's attention. Second, during this same period, the City was experiencing significant budgetary constraints and it determined that the City's limited resources could be better spent on other projects.

Fundamentally, if the process were to have continued, the next steps would be to conduct the public review process and reflect subsequent changes into a final Development Code. That copy would undergo a review process to insure its consistency with the General Plan and an Initial Study/Negative Declaration would most likely be prepared, circulated, and recorded. The final steps would be accepting the Negative Declaration as adequate environmental documentation and adopting the new Development Code.

One of the key driving forces for the completion of this update is that the zoning ordinance has certain inconsistencies with the City's current General Plan, which was just adopted in 2010 and which introduced new land use classifications for all land use categories throughout the City. These land use categories are not consistent with the existing Zoning Ordinance, and since the General Plan prevails, this can create confusion in the interpretation of the standards for development.

FISCAL IMPACT: Staff time spent on this project goes toward the City's required in-kind contribution as matching funds.

FUNDING AVAILABLE: The project estimate of \$52,000 is funded through the Sustainable Communities Planning Grant. A request for appropriation of funds will be made at award of contract.

Konradt Bartlam
Community Development Director

KB/jw

Attachment

REQUEST FOR PROPOSALS
CITY OF LODI, CALIFORNIA

DEVELOPMENT CODE UPDATE



September 7, 2011

Schedule:

Proposal Due Date:	September 29, 2011
Award of Agreement:	November 2, 2011
Projected Agreement Start Date:	December 1, 2011
Project Completion Deadline:	April 1, 2013

Contact:

Joseph Wood, Neighborhood Services Manager
City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240
Phone: 209-333-6800 x2467
E: jwood@lodi.gov

TABLE OF CONTENTS

I. Introduction 3

II. Scope of Service 4

III. Proposal Format 6

IV. Selection Process 7

V. Proposal Due Date and Delivery 8

Exhibit A – Professional Services Agreement 9

I. Introduction

The City of Lodi (“City”) is requesting proposals from qualified organizations, firms and individuals to assist the City in the update and implementation of the Development Code.

The current Zoning Ordinance was adopted in the mid-1950s and was the City’s first comprehensive zoning ordinance. Because of the age of the document, some of the concepts and standards are out of date. Regulations related to development standards including setbacks, densities, lot coverage, etc. that worked 50-years ago do not relate as well to current development practices. Additionally, amendments have been made to various sections of the ordinance over the years to try to address specific planning and zoning issues as well as conform to changes in state law. These changes have created internal inconsistencies in the ordinance and have made it increasingly difficult for City staff and the public to utilize the current zoning ordinance. Lastly, the zoning ordinance has certain inconsistencies with the City’s current General Plan, which was just adopted in 2010 and which introduced new land use classifications for all land use categories throughout the City, which are not consistent with the existing Zoning Ordinance. Since the General Plan prevails, this can create confusion in the interpretation of the standards for development.

In 1999, a consultant was retained to prepare an updated Zoning Ordinance for the City. The consultants began the process of preparing a new Development Code shortly after being awarded the contract. They worked with City staff and the Planning Commission to determine what the City wanted in a new Development Code, and what issues or problems the City had with the existing Zoning Ordinance. One of the early directions they received from the City was to prepare a document that would retain some semblance with the current zoning code and one that would not be a radical departure from the current zoning practices. This was done for a number of reasons. First, the City did not want to make radical changes that would result in major portions of the City’s existing uses or buildings becoming nonconforming or in major conflict with the new ordinance. Second, the City wanted to maintain a development pattern that would still be compatible with existing development in the City, particularly residential development. The City was looking for a Development Code that was more evolutionary as opposed to revolutionary in nature. The City hoped to update and upgrade the ordinance while still retaining development concepts that have made Lodi a special place.

Based on this direction, the consultants went through the existing zoning ordinance chapter by chapter and suggested changes or ways to improve the document. This included greatly expanding and updating the list of definitions; adding numerous tables and illustrations to help explain zoning and planning concepts; changing or adding regulatory standards to address current development issues faced by the City; and reorganizing the document to make it easier to comprehend and making it more user-friendly. Additionally, the document codifies procedural issues to help the public navigate the sometimes complex planning and zoning process.

City staff reviewed these suggestions and added their own comments and ideas. Following numerous reviews and rewrites, the consultants prepared a series of draft chapters of the document for review by the City. The individual chapters were brought before the Planning Commission for their input and suggestions over a period of a year or so. Based on the Planning Commission's discussions, their ideas and suggestions for changes were incorporated into the document. Finally, a preliminary draft Development Code was being prepared by the consultant in 2003. City staff was in the process of conducting a final review of the draft Development Code and working on a program to begin a public review and discussion process prior to the eventual adoption of the document by the Planning Commission and the City Council. It was at this stage of the process in 2006 that the City decided to temporarily halt the project and stop further work on the new Development Code. The reason for suspending the work was two-fold. First, the City was in the middle of a hiring freeze and was experiencing serious staffing shortages, compounded by the departure of some key departmental staff including the Planning Manager and the Community Development Director. Because of a shortage of staff, staff determined that they could not deal with both this project and the other day to day workload that required staff's attention. Second, during this same period, the City was experiencing significant budgetary constraints and it determined that the City's limited resources could be better spent on other projects.

II. Scope of Services

The budget for the following scope of services is \$120,000

Fundamentally, if the process were to have continued in 2006, the next steps would be to conduct the public review process and reflect subsequent changes into a final Development Code. That copy would undergo a review process to insure its consistency with the General Plan and an Initial Study/Negative Declaration would most likely be prepared, circulated, and recorded. The final steps would be accepting the Negative Declaration as adequate environmental documentation and adopting the new Development Code. However, with the recent adoption of the General Plan Update, as well as the amount of time that has passed since this update was last worked on, the proposed Work Plan for the Development Code Update Project should include the following

Task 1 – Document Review

A review of the various draft documents last submitted in February 2006 should consider that while the footer on those documents contains a date of 2/06, the material within may date back to as early as October 1999. The consultant will meet and work with City staff to review the City's direction and expectations, as well as any issues associated with the existing Preliminary Draft document (e.g., Child Day Care Facilities, Second Dwelling Units, Subdivision Ordinance Provisions, etc.). Any new materials that staff may want added to the draft Development Code (e.g., Affordable Housing Density Bonus Provisions) should also be considered, as well as any actual built conditions within the

community that should be either discouraged or encouraged in the new Development Code.

A product of this task will be a detailed list of items that will require special attention or additional work in the revision of the Preliminary Draft.

Task 2 - Revise Preliminary Draft Development Code

The consultant will prepare a draft of all updated and/or new materials identified in Task 1 that is to be included in the Revised Draft Development Code document and proceed to incorporate those materials into the document. Any necessary graphics and illustrations should be included at that point. The consultant will present their materials to City staff for review through the course of preparing the revised draft document to ensure that all suggested and/or requested items have been included.

A product of this task is the Revised Draft Development Code.

Task 3 - Public Review of New Draft Development Code

At least one public meeting (goal of 50 - 100 attendees) shall be conducted to engage the general public and industry shareholders as soon as possible after the Draft Development Code has been completed. The purpose of this meeting will be to share the document and gather comments and ideas from the public. This meeting will be noticed by direct mail to all households in the City, as well as through ads in the local paper and contacts through local service agencies and business organizations. Comments from people who can't attend the meeting will be solicited and encouraged; an opt-in e-mail list of interested parties will be created; pages on the City website will be posted with public information about the project.

Additional outreach efforts may include but not be limited to: direct mail, newspaper ads, website postings, postings on the local public access channel, and active use of local social service agencies and service clubs.

At least one additional dedicated public meeting will be held. Other creative methods of civic engagement are welcome.

Task 4 - Planning Commission Review

At least two public hearings before the Planning Commission are anticipated and will require the preparation of presentation materials (i.e, PowerPoint, maps, etc.). The consultant will be expected to be available to answer questions about proposed revisions and alternatives, as well as draft revised language in response to staff or Commission direction.

Task 5 - City Council Review/Adoption

There will be at least one informational study session with the City Council before the two public hearings are held. The consultant shall assist City staff in preparation for those presentations and may be asked to attend the informational sessions to answer questions.

Upon the City Council's adoption of the Development Code, the consultant shall assist City staff in preparing the Development Code in the appropriate formats for publication and display.

III. Proposal Format

All proposals shall include the following information, at a minimum:

Approach: A short discussion of the intended approach to the project that demonstrates the respondent understands of the issues and tasks, and the respondent's ability to address them.

Qualifications: Provide an outline of the individual's/organization's qualifications, relevant background experience, and capacity for this work. Provide a list of current and prospective major projects to which the organization is committed during the time frame of this project. Include the staff resources devoted to those projects, and their status.

Scope of Work: The proposal should explain how the consultant plans to approach and complete each work task. Consultants must demonstrate that they understand the subtleties and magnitude of each individual task. The listed deliverables should be incorporated into the consultant's approach.

Proposed Project Schedule: The proposal shall include a schedule to undertake the work program. The project is anticipated to start around December 1, 2011 and must be completed by April 1, 2013, at the latest.

Proposed Budget: Indicate the costs and hours for the total project, on a task-by-task basis, inclusive of reimbursables. Prices quoted must be binding for a minimum of 150 days. The project budget is \$52,000. If the consultant believes that the scope of services cannot be done for \$52,000 or less, it may choose to submit a lesser scope, which must clearly identify those elements of the scope that are not included and how the consultant suggests they be accomplished given their importance to the overall project. Proposals with a lesser scope must include that information at the beginning of the submittal.

References, Related Experience and Examples of Work: Provide at least three client references, as many of whom as possible are public sector representatives, for relevant work. Specify the client, location, consultant's participating individuals and their role on the team, type of work, implementation results or status, work samples, and other

relevant information as needed. Include current phone numbers and e-mail addresses for the references.

Standard Contract: Consultants should review the attached standard contract prior to preparing a submittal, and include any exceptions or questions regarding it in their proposals.

IV. Selection Process

Qualifications: the City will evaluate all proposals received by the due date. Only information that is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing organization in several critical areas. Selected consultants may be invited to an interview at the City's discretion.

Selection Criteria: The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the following qualities and indicators.

1. Ability of the Organization to Design an Approach and Work Plan to Meet the Project Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the consultant's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the consultant's approach to undertaking the Development Code update; the consultant's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; and the demonstrated ability to work with local governmental agencies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Consultant to Carry Out and Manage the Proposed Project.

An assessment of past experience of the consultant in general. Qualities and indicators that will receive consideration include the number and types of similar projects that the consultant has completed; the variety of projects completed and a demonstration of the consultant's ability to undertake this project; the ability to realize schedule and quality control objectives; the past ability of the consultant to deliver projects on a timely basis; and the demonstrated ability to successfully complete its managed projects.

3. Capabilities of the Consultant Organization and/or Team.

An assessment of the capabilities of the consultant, their organization or team that will be engaged in the project. Qualities and indicators that will receive consideration include the individual professionals who will be working on each task; the various professional and technical achievements of each organization and key individuals involved; the applicable experience of the proposed assigned staff, and their specific experience gained on similar projects.

4. Current Workload of the Consultant Organization and/or Team.

An assessment of the perceived ability to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed; the status of existing projects; and the nature of the existing projects that are behind schedule or past the completion date.

5. The Consultant and/or Team's Proximity to the Project.

An assessment of the project team's availability. Qualities and indicators that will receive consideration include team's geographic proximity to Lodi; the location of the office/institutions from which the proposed project will be administered; the proposed response time and general availability of the consultant's management to be on site as needed, the effect that project management location will have on price and the ability of the project to be completed on a timely basis; and the availability of special travel or communication plans which would mitigate difficulties associated with location.

6. Willingness to Comply with the Proposed Agreement Terms.

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed agreement.

7. Cost of Proposal.

Cost, while not determinative if not exceeding \$52,000 for the full scope of services, will be considered in the selection process. Consultants submitting a lesser scope (as described in Section 3 above) should explain the financial reasons for that decision in this section.

V. Proposal Due Date and Delivery

Submit one (1) original and one (1) electronic copy of the proposal no later than 4:00 PM on September 29, 2011 to the address below. Copies should be submitted electronically in Microsoft Word or Adobe Acrobat file format, either with the original or via e-mail to Joseph Wood (jwood@lodi.gov) by the deadline date and time. All complete proposals received by then will be considered; postmarks not accepted. Proposals will not be accepted after the deadline. Please note that e-mail is only considered received if it is acknowledged by a return e-mail sent by the due date. Proposals should be addressed to:

Joseph Wood, Neighborhood Services Manager
City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240
Phone: 209-333-6800 x2467
E: jwood@lodi.gov

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (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

(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 _____, 20____ and terminates upon the completion of the Scope of Services or on _____, 20____, 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), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Joseph Wood, Neighborhood Services Manager

To CONTRACTOR:

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:

By: _____

By: _____
Name:
Title:

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



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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Ea. Occurrence

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

\$1,000,000 Property Damage - Ea. Occurrence
3. **PROFESSIONAL ERRORS AND OMISSIONS**
Not less than \$1,000,000 per Claim. Certificate of Insurance only required.

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

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

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

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

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

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

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



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request For Proposals and Authorize Advertisement for Contract Services For the Development and Implementation of a Climate Action Plan

MEETING DATE: September 7, 2011

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Approve Request for Proposals and authorize advertisement for contract services for the development and implementation of a Climate Action Plan.

BACKGROUND INFORMATION: The City is seeking proposals from qualified organizations, academic institutions and firms to assist in the development and implementation of a Climate Action Plan.

Lodi's recently adopted General Plan addresses issues related to global climate change (GCC) and energy conservation as it pertains to greenhouse gas (GHG) emissions and the potential adverse impact those issues have on our local community and region.

The potential adverse impact on our water supply, to public health, to our local agriculture and our overall quality of life is sufficient cause for Lodi to examine how it contributes to GCC and what can be done to mitigate that.

While State regulations provide direction for regional and local goals and policy measures, a local Climate Action Plan is needed to provide specific details on how to achieve those goals. The City of Lodi received grant funding for a number of projects, including the Climate Action Plan, through a joint application with the Smart Valley Places Compact to the Sustainable Community Planning Grant Program.

The Smart Valley Places Compact is made up of 14 Valley cities from throughout the eight-county region, in partnership with four regional nonprofit organizations, California State University, Fresno and the San Joaquin Valley Regional Policy Council. Building on the San Joaquin Valley Regional Blueprint and its smart growth principles, Smart Valley Places is our region's roadmap to creating more transportation choices, equitable-affordable housing, economic competitiveness, and healthier, safe and walkable neighborhoods, ultimately shaping future growth trends that will impact not only the health and prosperity of the region, but the entire state of California.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Staff time spent on this project goes toward the required in-kind matching funds.

FUNDING AVAILABLE: The project estimate of \$120,000 is funded through the Sustainable Communities Planning Grant. A request for appropriation of funds will be made at award of contract.

Konradt Bartlam
Community Development Director

KB/jw

Attachment

REQUEST FOR PROPOSALS
CITY OF LODI, CALIFORNIA

CLIMATE ACTION PLAN



September 7, 2011

Schedule:

Proposal Due Date:	September 29, 2011
Award of Agreement:	November 2, 2011
Projected Agreement Start Date:	December 1, 2011
Project Completion Deadline:	April 1, 2013

Contact:

Joseph Wood, Neighborhood Services Manager
City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240
Phone: 209-333-6800 x2467
E: jwood@lodi.gov

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	SCOPE OF SERVICES	1
III.	PROPOSAL FORMAT	3
IV.	SELECTION PROCESS	4
V.	PROPOSAL DUE DATE AND DELIVERY	5
VI.	CONDITIONS OF REQUEST	6

I. Introduction

The City of Lodi (“City”) is requesting proposals from qualified organizations, academic institutions, and firms to assist the City in the development and implementation of a Climate Action Plan.

The City of Lodi is a general law city in San Joaquin County, located within the Central Valley Region. It has received a Sustainable Communities Regional Planning Grant from the U.S. Department of Housing and Urban Development for a set of related projects, including a Climate Action Plan (CAP).

The City desires outside professional services to help the City create and implement the CAP. We encourage responding firms/organizations to provide these services in conjunction with a class or group of upper-level undergraduate or graduate students in a related field of study. Through this, the City hopes to facilitate a hands-on student experience as well as receive a fresh approach to Lodi’s Climate Action Plan.

The CAP will involve community meetings and other forms of community input as appropriate, reviewing the results of a greenhouse gas (GHG) emissions inventory and the resulting City Council reductions target, preparing preliminary policy recommendations, and ultimately a detailed implementation strategy the City can use to seek internal and external funding to complete.

The words “organization”, “consultant”, and “proposer” are used interchangeably throughout this Request for Proposals (RFP) to refer to the organization, firm, institution, team, or partnership that would act as the City’s consultant throughout the CAP project.

II. Scope of Services

The budget for the following scope of services is \$120,000.

Task 1 – Develop Baseline GHG Inventory

The baseline GHG inventory provides important information about the community’s existing emissions sources and can help planners identify which actions will be most effective at reducing emissions. Having an accurate baseline is also critical for setting realistic emissions reductions targets. For this reason, it is critical that the baseline is accurate. During this task, a baseline inventory will be developed for (1) emissions associated with local government operations, and (2) emissions associated with all activities taking place within the community.

Develop Municipal Operations GHG Inventory

Emissions from municipal operations included carbon dioxide (CO₂) and other GHG emissions attributed to fuel use in City-owned vehicle fleets (including police cars and maintenance vehicles), electricity use, and solid waste management. Emissions associated with Lodi’s streetlights, traffic signals, and water distribution systems would appear on the municipal GHG

inventory. The municipal inventory will be developed in accordance to the most recent version of the Local Government Protocols.

Develop Community-wide GHG Inventory

All GHG emissions occurring within City boundaries will be included in the communitywide inventory. The community-wide inventory will be developed in accordance with industry accepted protocols and best-practices.

Task 2 – Conduct Public Outreach

A public meeting (goal of 50 - 100 attendees) shall be convened as soon as possible after the GHG inventories have been completed. The purpose of this meeting will be to share the results of the inventories and gather comments and ideas for the CAP from the public. This meeting will be noticed by direct mail to all households in the City, as well as through ads in the local paper and contacts through local service agencies and business organizations. Comments from people who can't attend the meeting will be solicited and encouraged; an opt-in e-mail list of interested parties will be created; pages on the City website will be posted with public information about the project.

Additional outreach efforts will include but not be limited to: direct mail, newspaper ads, website postings, postings on the local public access channel, and active use of local social service agencies and service clubs.

At least one additional dedicated public meeting will be held. Other creative methods of civic engagement are welcome.

Task 3 - Develop Climate Action Plan/GHG Reduction Goals and Strategies

The consultant will develop the CAP in close cooperation with staff, check-ins with the City Council, and at least two public meetings (described in Task 2 above). Among other influences, the CAP should take into account community input, best practices from other jurisdictions, and emerging successful strategies in this field.

The CAP will include detailed accounting of policies and programs and their associated GHG emission reductions, and how the aggregation of these measures will achieve the City's stated GHG reduction target. Estimates of GHG reductions will be included for each measure.

The CAP will include mandatory targets for GHG reductions in City operations and voluntary targets for community GHG reductions. The CAP will include a detailed implementation strategy including identification of legislative and budgetary actions required, departmental and coordinating staff responsibilities, and tracking and reporting of progress as the plan is implemented.

There will be a draft version of the CAP, which will be revised following input from City staff, the community, the San Joaquin Valley Air Pollution Control District, and/or the City Council, followed by a final CAP which will be presented to and scheduled for adoption by the City Council no later than April 2013 (earlier is better).

There will be regular project meetings with City staff, either in person or via conference call.

III. Proposal Format

All proposals shall include the following information, at a minimum:

Approach: A short discussion of the intended approach to the project that demonstrates the proposer understands of the issues and tasks, and the proposer's ability to address them.

Description of Organization, Management and Team Members: A description of the consultant team, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the non-student project manager and the day-to-day contact person for the job. The description should be clear about the role of the students as compared to the professional staff; the City's expectation is that the students will play a meaningful role with real responsibility, within the parameters of an organization with professional staff that will be accountable for completion of this contract.

Organization Qualifications: Provide an outline of the organization's qualifications, relevant background experience, and capacity for this work. Provide a list of current and prospective major projects to which the organization is committed during the time frame of this project. Include the staff and/or student resources devoted to those projects, and their status.

Scope of Work: The proposal should explain how the proposer plans to approach and complete each work task. Proposers must demonstrate that they understand the subtleties and magnitude of each individual task. The listed deliverables should be incorporated into the proposer's approach.

Proposed Project Schedule: The proposal shall include a schedule to undertake the work program. The project is anticipated to start around December 1, 2011 and must be completed by April 1, 2013, at the latest.

Proposed Budget: Indicate the costs and hours for the total project, on a task-by-task basis, and for any subconsultants, inclusive of reimbursables. Prices quoted must be binding for a minimum of 150 days. The project budget is \$120,000. If the proposer believes that the scope of services cannot be done for \$120,000 or less, it may choose to submit a lesser scope, which must clearly identify those elements of the scope that are not included and how the proposer suggests they be accomplished given their importance to the overall project. Proposals with a lesser scope must include that information at the beginning of the submittal.

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Selection Criteria: The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the following qualities and indicators.

1. Ability of the Organization to Design an Approach and Work Plan to Meet the Project Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the CAP using students; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; and the demonstrated ability to work with local governmental agencies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Proposer to Carry Out and Manage the Proposed Project.

An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of similar projects the organization, or its employees or associates, have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervising, observing and monitoring projects involving student work; the organization's ability to realize schedule and quality control objectives; the past ability of the organization to deliver projects on a timely basis; and the demonstrated ability to successfully complete its managed projects.

3. Capabilities of the Consultant Organization and/or Team.

An assessment of the capabilities of the organization and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include the individual professionals who will be working on each task; the various professional and technical

achievements of each organization and key individuals involved; the applicable experience of the proposed assigned staff, and their specific experience gained on similar projects.

4. **Current Workload of the Consultant Organization and/or Team.**

An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed by the organization and the assigned staff; the structure and/or curriculum of the student group or class; the status of existing projects; and the nature of the existing projects that are behind schedule or past the completion date.

5. **The Proposer and/or Team's Proximity to the Project.**

An assessment of the project team's availability. Qualities and indicators that will receive consideration include team's geographic proximity to Lodi; the location of the office/institutions from which the proposed project will be administered; the proposed response time and general availability of the proposer's management to be on site as needed, the effect that project management location will have on price and the ability of the project to be completed on a timely basis; and the availability of special travel or communication plans which would mitigate difficulties associated with location.

6. **Willingness to Comply with the Proposed Agreement Terms.**

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed agreement.

7. **Cost of Proposal.**

Cost, while not determinative if not exceeding \$120,000 for the full scope of services, will be considered in the selection process. Proposers submitting a lesser scope (as described in Section 3 above) should explain the financial reasons for that decision in this section.

V. Proposal Due Date and Delivery

Submit one (1) original and one (1) electronic copy of the proposal no later than 4:00 PM on September 29, 2011 to the address below. Copies should be submitted electronically in Microsoft Word or Adobe Acrobat file format, either with the original or via e-mail to Joseph Wood (jwood@lodi.gov) by the deadline date and time. All complete proposals received by then will be considered; postmarks not accepted. Proposals will not be accepted after the deadline. Please note that e-mail is only considered received if it is acknowledged by a return e-mail sent by the due date. Proposals should be addressed to:

Joseph Wood, Neighborhood Services Manager
City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240
Phone: 209-333-6800 x2467
E: jwood@lodi.gov

Proposed Selection and Project Schedule:

Proposal Due Date: September 29, 2011

Award of Agreement: November 2, 2011

Projected Agreement Start Date: December 1, 2011

Project Completion Deadline: April 1, 2013

The City reserves the right to alter this schedule as necessary, including scheduling interviews if necessary.

VI. Conditions of Request

General Conditions: The City reserves the right to cancel or reject all, or a portion or portions, of the RFP without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the subconsultant or individual with a mutually acceptable replacement. Any change to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility: The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Lodi. The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Validity: The proposer agrees to be bound by its proposal for a period of one hundred and fifty (150) days commencing on the due date for proposals, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

Standard Agreement: A sample agreement has been provided as Exhibit A for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses: Proposer, and all of proposer's subconsultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits,

certificates and licenses including, but not limited to, a City of Lodi Business License, which will be required in connection with the performance of services hereunder.

Oral and Written Explanations: The City will not be bound by oral explanations or instructions given at any time during the review process. Oral explanations given during the review process become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals via posting online at the City's website.

Proposer's Representative: The person signing the proposal must be a legal representative of the organization authorized to bind the organization to an agreement in the event of the award.

Deliverables: One unbound copy of each final document and electronic copies of all final documents and all information are to be provided as Adobe PDFs or Microsoft Word (final specifications to be determined in consultation with City staff).

Insurance: General liability, automobile, professional liability, and workers' compensation insurance are required in the amount set forth in the attached sample agreement.

Exhibit A: Standard Agreement for Professional Services

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1

PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (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 the development and implementation of a Climate Action Plan (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 _____, 2011 and terminates upon the completion of the Scope of Services or on _____, 2012, 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), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Joseph Wood, Neighborhood Services Manager

To CONTRACTOR:

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.

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:

By: _____

By: _____

Name:

Title: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Doc ID:

CA:rev.01.2011



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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Ea. Occurrence

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

\$1,000,000 Property Damage - Ea. Occurrence
3. **PROFESSIONAL ERRORS AND OMISSIONS**
Not less than \$1,000,000 per Claim. Certificate of Insurance only required.

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

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

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

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

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

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

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



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Donation of Heating, Cooling and Dehumidifying Equipment for the Hutchins Street Square Pool and Designate General Fund Capital (\$25,000) for Equipment Modifications and Facility Maintenance

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept donation of heating, cooling and dehumidifying equipment for the Hutchins Street Square pool and designate General Fund Capital in the amount of \$25,000 for equipment modifications and facility maintenance.

BACKGROUND INFORMATION: The Hutchins Street Square Foundation (HSSF) offered to the City in 2009 to oversee the selection, bidding, and installation of replacement heating, cooling and dehumidifying equipment at the Hutchins Street Square pool. This equipment, also known as the Pool Pac, replaced the 20-year old unit that was failing.

The function of the Pool Pac is to provide space heating (which is not needed because of the high pool temperature), provide space cooling (which is only needed on the warmest summer days), and to dehumidify the building (which is almost constantly needed).

The Pool Pac was installed and went into operation in May 2009 and rarely worked as expected, beginning about nine months after installation. Shortly thereafter, the manufacturer of the Pool Pac, Aqua-Tec by Vital Technologies, Inc., went out of business and the warranty was no longer serviceable. The installation contractor, Solecon Industrial Contractors, Inc., provided limited warranty assistance trouble-shooting, replaced sensors, and performed other repairs for 1 ½ years that were jointly funded by the contractor and HSSF. The total investment by HSSF is approximately \$200,000. The remaining useful life of the Pool Pac is estimated to be eight to 12 years. HSSF has diligently pursued repairs to a variety of equipment and controls directly affecting the performance of the Pool Pac and feels it is time for the City to take ownership of the unit and assume responsibility for ongoing maintenance and repairs.

The Hutchins Street Square pool's high water temperature of 88 degrees and seven-parts-per-million chlorine levels produce high temperature, humidity, and chlorine levels in the interior space that has damage the new Pool Pac equipment, temperature sensors, and wall tile surfaces. Natural ventilation that lowers the indoor humidity and temperature is not welcomed by the pool users. The windows and skylight operators have deteriorated to the point of being non-operational.

Design of the Pool Pac provides 35 tons of air conditioning capacity, but it can be run only fully on or fully off, which creates problems with the compressors and condensers. Modifications can be made to the air

APPROVED: _____
Konradt Bartlam, City Manager

conditioning side of the Pool Pac to create capacity controls, thereby allowing the unit to run long periods at a reduced cooling level. This is called a "cylinder unloader" unit.

Additional modifications can be made to the Pool Pac to allow outside air to be brought into the building through the unit, thereby creating a ventilation mode. This is achieved by installing an "economizer." Operation of the ventilation mode can be synchronized to the automatic opening of the skylight windows, but the skylight windows and operators will have to be replaced.

Estimated costs to add the cylinder unloader, economizer, and to replace the skylight windows are \$25,000. Operation of the ventilation facilities should be directed toward keeping the humidity and chlorine levels low while accepting the lower air temperature in the pool area. A separate action will be brought to the City Council awarding a contract to perform this work.

It is recommended the City Council designate General Fund Capital to fund this work. These funds are the one-time revenue related to the sales tax receipts for the Lodi Energy Center and would reduce the contingency identified in that spending plan.

FISCAL IMPACT: Avoidance of increased maintenance if the equipment modifications and maintenance are not performed.

FUNDING AVAILABLE: General Fund Capital (1211) \$25,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf

cc: Parks, Recreation and Cultural Services Director
Hutchins Street Square Foundation



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Standardizing GFI Genfare Fare Box, Authorizing City Manager to Execute Purchase Order for Four Fare Boxes with GFI Genfare, of Elk Grove Village, IL (\$80,520) and Appropriating Funds (\$4,800)

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution standardizing GFI Genfare fare box, authorizing City Manager to execute purchase order for four fare boxes with GFI Genfare, of Elk Grove Village, IL, in the amount of \$80,520, and appropriating funds in the amount of \$4,800.

BACKGROUND INFORMATION: In 2010, 15 automated GFI Genfare fare boxes were purchased and installed on the transit buses using American Recovery and Reinvestment Act (ARRA) funds. Fare revenue increased by approximately \$1,000 during the first month of operation with the new fare boxes. The automated fare boxes validate coins, bills and transfers, providing the drivers with a mechanism to verify funds.

City staff is requesting City Council approve standardization of the fare collection equipment and parts and waive the formal bidding process per Lodi Municipal Code Section 3.20.070, Bidding, for the following reasons:

- 1) Magnetic Encoding – Tickets, passes and transfers are encrypted with a magnetic strip using a proprietary encoding format designed and engineered by GFI Genfare to maximize security and minimize fraud. GFI Genfare is the only authorized manufacturer providing the specific encoding for the City's fare box collection equipment to ensure system compatibility and security.
- 2) Reporting - The encryption formatting contains reporting data used for reporting the fare type and usage to the Electronic Reporting System, designed and provided by GFI Genfare.
- 3) Service - City mechanics have received training required to perform the preventive maintenance, trouble shooting, and equipment repairs for the GFI Genfare equipment.
- 4) Spare Parts – Inventory costs will be reduced by only maintaining an inventory of GFI Genfare equipment.

The fare collection equipment will be purchased with remaining ARRA grant funds and Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds received in 2010. GFI Genfare provided a proposal for equipment based on the City's previous purchase prices in March 2010 and a recent contract bid for the City of Porterville. The purchase includes electronic fare boxes, cashboxes, card stock and spare parts. Total project costs are estimated to be \$85,000, including the cost of installation of equipment by City staff and contingencies. Appropriations of \$80,200 are included in the FY 2011/12 budget and an additional appropriation of \$4,800 is requested for a total of \$85,000.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Standardizing GFI Genfare Fare Box, Authorizing City Manager to Execute Purchase Order for Four Fare Boxes with GFI Genfare, of Elk Grove Village, IL (\$80,520) and Appropriating Funds (\$4,800)

September 7, 2011

Page 2

FISCAL IMPACT: Purchase of the transit fare collection equipment will provide accountability of passenger revenues.

FUNDING AVAILABLE:	<u>Budgeted FY 2011/12:</u>	
	Proposition 1B (PTMISEA) (1252)	\$60,000
	ARRA (125190)	<u>\$20,200</u>
		\$80,200
	<u>Requested Appropriation:</u>	
	Proposition 1B (PTMISEA)	\$658
	ARRA	\$556
	Transportation Development Act (TDA)	<u>\$3,586</u>
		\$4,800

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

cc: Fleet Services Supervisor
Brenda Kuykendall, MV General Manager
Transportation Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 08/25/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1252	12521	5502	Prop 1B PTMISEA	\$ 658.00
	1250	12501	5715	Federal Stimulus - ARRA	\$ 556.00
	1250	12501	5493	TDA	\$ 3,586.00
B. USE OF FINANCING	1252	125291	7700	Fare Boxes	\$ 658.00
	1251	125190	7700	ARRA Fare Boxes	\$ 556.00
	1251	125190	7700	Fare Boxes	\$ 3,586.00

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

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

Purchase of Transit fare collection equipment

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: 12/15/2010 Res No: 2010/221 Attach copy of resolution to this form.
 Department Head Signature: *Wally Sanchez*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
STANDARDIZING GFI GENFARE FARE COLLECTION
EQUIPMENT AND PARTS, APPROVING PURCHASE OF
FOUR FARE BOXES AND RELATED EQUIPMENT,
AUTHORIZING CITY MANAGER TO EXECUTE PURCHASE
ORDER, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, staff is requesting City Council approve standardization of fare collection equipment and parts and waive the formal bidding process per Lodi Municipal Code Section 3.20.070, Bidding, as GFI Genfare is the only authorized manufacturer providing specific encoding for the City's fare box collection equipment to ensure system compatibility and security; the encryption formatting contains reporting data used for reporting the fare type and usage to the Electronic Reporting System, designed and provided by GFI Genfare; City mechanics have received training required to perform preventive maintenance, trouble shooting and equipment repairs for GFI Genfare equipment; and inventory costs will be reduced by only maintaining an inventory of GFI Genfare equipment; and

WHEREAS, staff recommends the purchase of four fare boxes and related equipment from GFI Genfare, of Elk Grove Village, IL, and the appropriation of additional funds to cover the purchase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the standardization of GFI Genfare transit fare collection equipment and parts; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the purchase of four fare boxes and related equipment from GFI Genfare, of Elk Grove Village, IL, in the amount of \$80,520; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the purchase order; and

BE IT FURTHER RESOLVED that additional funds in the amount of \$4,800 be appropriated for this purchase from Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account funds, American Recovery and Reinvestment Acts funds, and Transportation Development Act funds.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Purchase Order for Four 32-Foot Transit Vehicles with El Dorado Bus Sales, of Hayward (\$1,874,100) and Appropriating Funds (\$1,940,000)

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute purchase order for four 32-foot transit vehicles from El Dorado Bus Sales, of Hayward, in the amount of \$1,874,100 and appropriating funds in the amount of \$1,940,000.

BACKGROUND INFORMATION: The City of Lodi currently operates and maintains 26 transit vehicles for the GrapeLine, Dial-A-Ride and VineLine transit systems. In 2009, City staff submitted a funding request for four large buses and San Joaquin County Council of Government (SJCOG) programmed Congestion Mitigation and Air Quality (CMAQ) funds for the purchase in Fiscal Year 2013/14. City staff submitted a request to Caltrans to transfer federal funds and submitted a grant application to the Federal Transit Administration (FTA), effectively allowing the purchase of these buses to be budgeted in FY 2011/12.

These are replacement buses for the 40-foot NABI buses scheduled to retire in 2012. Staff recommends purchasing the four El Dorado National CNG Easy Rider II (32-foot) transit vehicles using the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 09-02 in the approximate amount of \$1,874,100. Total project costs are estimated to be \$1,940,000, including delivery and contingencies. Appropriation of \$1,940,000 of FTA/CMAQ and Transportation Development Act (TDA) funds is requested.

The 32-foot buses are better suited for our community, given the vehicle capacity and shorter turning radius. The 40-foot buses accommodate 35 passengers and the 32 foot buses accommodate 30 passengers. In addition, the 32-foot buses will be able to turn from Kettleman Lane onto Mills Avenue, a maneuver the 40-foot buses are unable to do because of the turning radius required.

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

FISCAL IMPACT: Delaying the purchase of new vehicles will cause higher maintenance costs.

FUNDING AVAILABLE:	Requested Appropriation: FTA/CMAQ (1251)	\$1,887,620
	TDA (1251)	<u>52,380</u>
		\$1,940,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
cc: Fleet Services Supervisor MV General Manager Brenda Kuykendall Transportation Manager

APPROVED: _____
Konradt Bartlam, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	08/25/2011
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1250	12501	5496	FTA/CMAQ	\$ 1,887,620.00
	1250	12501	5493	TDA	\$ 52,380.00
B. USE OF FINANCING	1251	125193	7851	CNG Buses	\$ 1,940,000.00

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

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

Purchase of four 32 foot transit vehicles from El Dorado Bus Sales.

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

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

Department Head Signature: Alvany Sanchez

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
PURCHASE OF FOUR 32-FOOT TRANSIT VEHICLES,
AUTHORIZING CITY MANAGER TO EXECUTE PURCHASE
ORDER, AND FURTHER APPROPRIATING FUNDS

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WHEREAS, staff recommends purchasing four El Dorado National CNG Easy Rider II (32-foot) transit vehicles utilizing the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 09-02 to replace the 40-foot buses scheduled to retire in 2012; and

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

WHEREAS, staff recommends appropriation of \$1,940,000, using Federal Transit Administration (FTA)/Congestion Mitigation and Air Quality (CMAQ) and Transportation Development Act (TDA) funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of four 32-foot transit vehicles from El Dorado Bus Sales, of Hayward, California, in the approximate amount of \$1,874,100, utilizing the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 09-02; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the purchase order; and

BE IT FURTHER RESOLVED that funds in the amount of \$1,940,000 be appropriated, utilizing Federal Transit Administration (FTA)/Congestion Mitigation and Air Quality (CMAQ) and Transportation Development Act (TDA) funds.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, OR and Howard Industries Inc., of Laurel, MS (\$44,513.69)

MEETING DATE: September 7, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of padmount transformers from HEES Enterprises, Inc., of Astoria, OR and Howard Industries Inc., of Laurel, MS (\$44,513.69).

BACKGROUND INFORMATION: On April 6, 2011, the City Council authorized the advertisement of bids to procure padmount transformers to maintain inventory for the replacement of damaged/old transformers in the distribution system.

On August 10, 2011, bids were opened with six suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated for the responsive bids as shown on the attached summary. HEES Enterprises, Inc., of Astoria, OR, and Howard Industries Inc., of Laurel, MS submitted responsive bids with the lowest life-cycle costs as shown below.

10 each 50kVA, 1-Phase 240/120V	HEES Enterprises, Inc.	\$18,608.43
5 each 100kVA, 1-Phase, 240/120V	Howard Industries, Inc.	\$15,041.90
2 each 112.5kVA, 3-Phase, 480/277V	Howard Industries, Inc.	\$10,863.36

FISCAL IMPACT: Purchase cost is \$44,513.69. Life-cycle cost is \$65,277.43

FUNDING: Included in FY2011/12 Budget Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Service Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/WH/1st

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR THE PURCHASE OF
PADMOUNT TRANSFORMERS

=====

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 10, 2011, at 11:00 a.m. for the purchase of polemount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on April 6, 2011; and

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

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

10 each 50kVA, 1-Phase 240/120V	HEES Enterprises, Inc.	\$18,608.43
5 each 100kVA, 1-Phase, 240/120V	Howard Industries, Inc.	\$15,041.90
2 each 112.5kVA, 3-Phase, 480/277V	Howard Industries, Inc.	\$10,863.36

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the bid for the purchase of padmount transformers as shown above, in the amount of \$44,513.69.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION Agust 10, 2011

Transformer Bid Evaluation													
Bid Opening: August 12, 2011													
Padmount													
Tax (factor): 1.0775 Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected													
No Load Loss \$/watt: 3.75 Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz													
Load Loss \$/watt: 1.25													
For 09/7/2011 Council Meeting													
Bid Item 1: 50 kVA, 240/120 Volt, Single Phase Pad													
Number of units: 10 28 >1.5													
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
Hees Enterprises Inc. (Ermco Transformers)	1,727.00	17,270.00	18,608.43	106	485	3,975.00	6,062.50	10,037.50	28,645.93	8-10	28	1.600	
Howard Industries Inc. (Silicon Core)	1,835.00	18,350.00	19,772.13	111	504	4,162.50	6,300.00	10,462.50	30,234.63	6-8	32	2.600	
Howard Industries Inc. (Amorphous Core)	1,926.00	19,260.00	20,752.65	43	555	1,612.50	6,937.50	8,550.00	29,302.65	6-8	32	2.000	
CG Power System USA Inc.	No Offer	0.00	0.00			0.00	0.00	0.00	0.00				
Pacific Utilities (ABB, Inc.)	1,935.00	19,350.00	20,849.63	102	454	3,825.00	5,675.00	9,500.00	30,349.63	9-11	24	1.760	
HD Supply Utility	1,892.00	18,920.00	20,386.30	93	571	3,487.50	7,137.50	10,625.00	31,011.30	12	24	2.410	
Bid Item 2: 100kVA, 240/120 Volt, Single Phase Pad,													
Number of units: 5 28 >1.8													
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
Hees Enterprises Inc. (Ermco Transformers)	2,440.00	12,200.00	13,145.50	185	863	3,468.75	5,393.75	8,862.50	22,008.00	8-10	28	1.900	
Howard Industries Inc. (Silicon Core)	2,647.00	13,235.00	14,260.71	194	821	3,637.50	5,131.25	8,768.75	23,029.46	6-8	32	2.500	
Howard Industries Inc. (Amorphous Core)	2,792.00	13,960.00	15,041.90	74	879	1,387.50	5,493.75	6,881.25	21,923.15	6-8	32	2.000	
CG Power System USA Inc.	No Offer	0.00	0.00	0	0	0.00	0.00	0.00	0.00				
Pacific Utilities (ABB, Inc.)	2,530.00	12,650.00	13,630.38	147	924	2,756.25	5,775.00	8,531.25	22,161.63	9-11	24	1.680	
HD Supply Utility	2,575.00	12,875.00	13,872.81	137	998	2,568.75	6,237.50	8,806.25	22,679.06	12	30	2.300	
Bid Item 3: 112.5 kVA, 480/277 Volt, Three Phase Pad,													
Number of units: 2 65 >1.8													
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
Hees Enterprises, Inc. (Ermco Transformers)	5,365.00	10,730.00	11,561.58	262	1046	1,965.00	2,615.00	4,580.00	16,141.58	8-10	49	4.000	
Howard Industries Inc. (Silicon Core)	4,936.00	9,872.00	10,637.08	267	1194	2,002.50	2,985.00	4,987.50	15,624.58	6-8	45	2.300	
Howard Industries Inc. (Amorphous Core)	5,041.00	10,082.00	10,863.36	101	1215	757.50	3,037.50	3,795.00	14,658.36	6-8	49	2.5	
CG Power System USA Inc.	4,547.00	9,094.00	9,798.79	302	1198	2,265.00	2,995.00	5,260.00	15,058.79	7-9	48	2.300	
Pacific Utilities (ABB, Inc.)	6,045.00	12,090.00	13,026.98	264	846	1,980.00	2,115.00	4,095.00	17,121.98	9-11	47.94	2.660	
HD Supply Utility	6,540.00	13,080.00	14,093.70	278	1171	2,085.00	2,927.50	5,012.50	19,106.20	12		2.760	
Total Price									Total LCC				
Hees Enterprises Inc. (Ermco Transformers)			43,315.50						66,795.50				
Howard Industries Inc. Silicon			44,669.92						68,888.67				
Howard Industries Inc. Amorphous			46,657.91						65,884.16				
CG Power System USA Inc.			9,798.79	Less Bid Items 1 & 2						14,658.36	Less Bid Items 1 & 2		
Pacific Utilities			47,506.98						69,633.23				
HD Supply Utility			48,352.81						72,796.56				
Total Lowest Cost			44,513.68	Total Lowest Lifecycle Cost					65,227.43				
Prepared by: Weldat Haile P.E. Senior Power Engineer													
BSU Account No.			160.1496										
09-07-11 WH Padmount - Attach.xls													
1													



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc., of Astoria, OR and Howard Industries Inc., of Laurel, MS (\$49,877.48)

MEETING DATE: September 7, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of polemount transformers from HEES Enterprises, Inc., of Astoria, OR and Howard Industries Inc., of Laurel, MS (\$49,877.48).

BACKGROUND INFORMATION: On April 6, 2011, the City Council authorized the advertisement of bids to procure polemount transformers to maintain inventory for the replacement of damaged/old polemount transformers in the distribution system.

On August 10, 2011, bids were opened with six suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated for the responsive bids as shown on the attached summary. HEES Enterprises, Inc., of Astoria, OR and Howard Industries Inc., of Laurel, MS had the lowest total life-cycle costs as shown below.

15 each 50kVA, 1-Phase, 120/240V	Howard Industries Inc.	\$22,368.90
4 each 37.5kVA, 1-Phase, 240/480V	HEES Enterprises Inc. (ERMCO)	\$ 4,508.26
6 each 50kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 7,589.91
2 each 75kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 3,363.96
2 each 100kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 4,350.95
4 each 37.5kVA, 1-Phase, 277/480V	HEES Enterprises Inc. (ERMCO)	\$ 4,331.55
2 each 75kVA, 1-Phase, 277/480V	HEES Enterprises Inc. (ERMCO)	\$ 3,363.96

FISCAL IMPACT: Purchase cost is \$49,877.48. Life-cycle cost is \$82,399.98.

FUNDING: Included in FY2011/12 Budget Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, P.E., Senior Power Engineer

EAK/WH/1st

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BIDS FOR THE PURCHASE OF
POLEMOUNT TRANSFORMERS

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 10, 2011, at 11:00 a.m. for the purchase of polemount transformers, described in the specifications therefore approved by the City Council on April 6, 2011; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated as shown on Exhibit A attached; and

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

15 each 50kVA, 1-Phase, 120/240V	Howard Industries Inc.	\$22,368.90
4 each 37.5kVA, 1-Phase, 240/480V	HEES Enterprises Inc. (ERMCO)	\$ 4,508.26
6 each 50kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 7,589.91
2 each 75kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 3,363.96
2 each 100kVA, 1-Phase, 277V	HEES Enterprises Inc. (ERMCO)	\$ 4,350.95
4 each 37.5kVA, 1-Phase, 277/480V	HEES Enterprises Inc. (ERMCO)	\$ 4,331.55
2 each 75kVA, 1-Phase, 277/480V	HEES Enterprises Inc. (ERMCO)	\$ 3,363.96

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of polemount transformers as shown above, in the amount of \$49,877.48.

Dated: September 7, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk

Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight	
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	inches	pounds)	
HEES Enterprises, Inc. (ERMCO Transformers)	1,174.00	7,044.00	7,589.91	97	523	2,182.50	3,922.50	6,105.00	13,694.91	8-10	34.9	537	
Howard Industries, Inc.	1,452.00	8,712.00	9,387.18	115	488	2,587.50	3,660.00	6,247.50	15,634.68	8-10	35.2	576	Silicon
Howard Industries, Inc.	1,449.00	8,694.00	9,367.79	40	602	900.00	4,515.00	5,415.00	14,782.79	8-10	35.2	625	Amorphous
HD Supply Utilities	1,212.00	7,272.00	7,835.58	101	547	2,272.50	4,102.50	6,375.00	14,210.58	10	39	500	
Pacific Utiliy Supply	1,328.00	7,968.00	8,585.52	106	541	2,385.00	4,057.50	6,442.50	15,028.02	10	38	591	
Bid Item 4: 75kVA, 277 Volt, Single Phase Conventional Pole						Number of units:		2			51	1100	
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight	
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	inches	pounds)	
HEES Enterprises, Inc. (ERMCO Transformers)	1,561.00	3,122.00	3,363.96	145	697	1,087.50	1,742.50	2,830.00	6,193.96	8-10	42.9	718	
Howard Industries, Inc.	2,508.00	5,016.00	5,404.74	160	585	1,200.00	1,462.50	2,662.50	8,067.24	8-10	44.8	856	Silicon
Howard Industries, Inc.	2,155.00	4,310.00	4,644.03	55	854	412.50	2,135.00	2,547.50	7,191.53	8-10	42.8	925	Amorphous
HD Supply Utilities	1,729.00	3,458.00	3,726.00	121	711	907.50	1,777.50	2,685.00	6,411.00	10	44	749	
Pacific Utiliy Supply	1,737.00	3,474.00	3,743.24	148	702	1,110.00	1,755.00	2,865.00	6,608.24	10	46	807	
Bid Item 5: 100kVA, 277 Volt, Single Phase Conventional Pole						Number of units:		2			51	1200	
Vendor	Unit	Extended	Price	Loss	Loss	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight	
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	inches	pounds)	
HEES Enterprises, Inc. (ERMCO Transformers)	2,019.00	4,038.00	4,350.95	188	762	1,410.00	1,905.00	3,315.00	7,665.95	8-10	42.9	947	
Howard Industries, Inc.	3,072.00	6,144.00	6,620.16	200	705	1,500.00	1,762.50	3,262.50	9,882.66	8-10	44.8	1024	Silicon
Howard Industries, Inc.	2,683.00	5,366.00	5,781.87	68	966	510.00	2,415.00	2,925.00	8,706.87	8-10	44.8	1134	Amorphous
HD Supply Utilities	3,033.00	6,066.00	6,536.12	194	795	1,455.00	1,987.50	3,442.50	9,978.62	16	45	1151	



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for the Residential Water Meter Installation Project

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for the residential water meter installation project.

BACKGROUND INFORMATION: The project was awarded at the February 20, 2008 Council meeting to Petersen Construction, Inc., of Reno, Nevada, in the amount of \$13,048.

This project included the installation of approximately 542 domestic water meters with remote-read capabilities and 396 electronic radio transponders (ERTs) and other incidental and related work, all as shown on the plans and specifications for the project.

The project was completed in September 2009, but formal acceptance of the project was inadvertently overlooked. The final contract price was \$10,569. The difference between the contract amount and the final contract price was due to minor differences between the engineer's estimate of work and the actual measured quantities.

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

FISCAL IMPACT: There will be a slight increase in long-term maintenance and replacement costs, which will be covered under the metered water rate.

FUNDING AVAILABLE: This project utilized Water Capital Funds (181462).

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
cc: Deputy Public Works Director - Utilities

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2011 Streets Crack Sealing Project

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2011 streets crack sealing project.

BACKGROUND INFORMATION: On April 6, 2011, City Council awarded the contract for the 2011 streets crack sealing project to American Asphalt Repair and Resurfacing Company, of Hayward, in the amount of \$42,788.13. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on February 16, 2011.

This project consisted of crack sealing approximately 1,500,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most cost-effective preventative maintenance practices for the City's roadway system, but the work can only be performed during the warm summer months. In an effort to seal as much street area as possible over this short timeframe, this work was intended to supplement crack sealing performed by City crews. There were no change orders and the final cost of the project was \$42,788.13.

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

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

FUNDING AVAILABLE: This project utilized Measure K Maintenance Funds (325028).

F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting Improvements for Reynolds Ranch Phase 2A On-Site Improvements and Wastewater Trunk Line

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements for Reynolds Ranch Phase 2A on-site improvements and wastewater trunk line.

BACKGROUND INFORMATION: Improvements at Reynolds Ranch, Phase 2A have been completed by the developer, Reynolds Ranch Partners, Inc., in substantial conformance with the requirements as approved by City Council on August 18, 2010, and as shown on Drawings No. 010D003-01 through 010D003-14. The wastewater trunk line public improvements were shown on Drawings No. 008D002-01 through 008D002-09.

The on-site public improvements included the modification of the public water main within the Reynolds Ranch Shopping Center site. The 24-inch wastewater trunk line public improvements were installed south of the shopping center and west of the Blue Shield property. The wastewater trunk line was installed in anticipation for a future trunk line that will extend west to Lower Sacramento Road, north along Extension Road, west along Harney Lane and then connect into the existing 48-inch wastewater outfall line. The wastewater trunk line is not being used by the developer and will not be in use until further development occurs south of Harney Lane.

FISCAL IMPACT: The developer's warranty period of two years will begin on the date of Council acceptance. There will be a slight increase in long-term maintenance costs for public infrastructure.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
cc: Senior Engineering Technician
Reynolds Ranch Partners, Inc.

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING IMPROVEMENTS FOR REYNOLDS
RANCH PHASE 2A ON-SITE IMPROVEMENTS AND
WASTEWATER TRUNK LINE, AS COMPLETED BY
REYNOLDS RANCH PARTNERS, INC.

=====

The City Council of the City of Lodi finds:

That all improvements for Reynolds Ranch Phase 2A on-site improvements have been completed by the developer, Reynolds Ranch Partners, Inc., in substantial conformance with the requirements as shown on Drawings No. 010D003-01 through 010D003-14 on file in the Public Works Department, and as specifically set forth in the requirements approved by the City Council on August 18, 2010. The on-site public improvements included the modification of the public water main within the Reynolds Ranch Shopping Center site.

The 24-inch wastewater trunk line public improvements were installed south of the shopping center and west of the Blue Shield property as shown on Drawings No. 008D002-01 through 008D002-09 on file in the Public Works Department.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street with Biondi Paving, Inc., of Sacramento (\$129,977), Appropriating Funds (\$160,000); and Amending Traffic Resolution No. 97-148 by Designating Parking for Physically Handicapped Persons at 215 West Elm Street

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Elm Street asphalt concrete overlay project, Hutchins Street to Church Street, with Biondi Paving, Inc., of Sacramento, in the amount of \$129,977, appropriating funds in the amount of \$160,000 and amending Traffic Resolution No. 97-148 by designating parking for physically handicapped persons at 215 West Elm Street.

BACKGROUND INFORMATION: This project consists of installing an asphalt concrete overlay with pavement fabric and other incidental and related work, all as shown on the plans and specifications for the project. The locations of the street improvements are shown on Exhibit A.

This project will also install an on-street van-accessible handicap parking stall at 215 West Elm Street, in front of the Lodi Police Station. Staff is recommending City Council adopt a resolution to amend Traffic Resolution No. 97-148 to add the handicap parking stall.

Plans and specifications for this project were approved on July 20, 2011. The City received the following eight bids for this project on August 16, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$ 151,031.00
Biondi Paving, Inc.	Sacramento	\$ 129,977.00
Knife River Construction	Stockton	\$ 133,714.50
A.M. Stephens Construction	Lodi	\$ 136,711.00
Granite Construction	Stockton	\$ 136,985.00
George Reed, Inc	Modesto	\$ 144,420.00
Galedrige Construction	Alviso	\$ 163,426.85
Cazadores Construction	El Dorado Hills	\$ 182,469.00
Legg, Inc.	Livermore	\$ 198,966.80

Staff recommends appropriating \$160,000 to cover the contract, engineering, inspection and project contingencies.

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

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street with Biondi Paving, Inc., of Sacramento (\$129,977), Appropriating Funds (\$160,000); and Amending Traffic Resolution No. 97-148 by Designating Parking for Physically Handicapped Persons at 215 West Elm Street
September 7, 2011
Page 2

FUNDING AVAILABLE:	Proposition 42 funds (337):	\$ 79,000
	Measure K (325):	\$ 56,400
	Measure K Bike/Ped (325):	<u>\$ 24,600</u>
	Total:	\$160,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

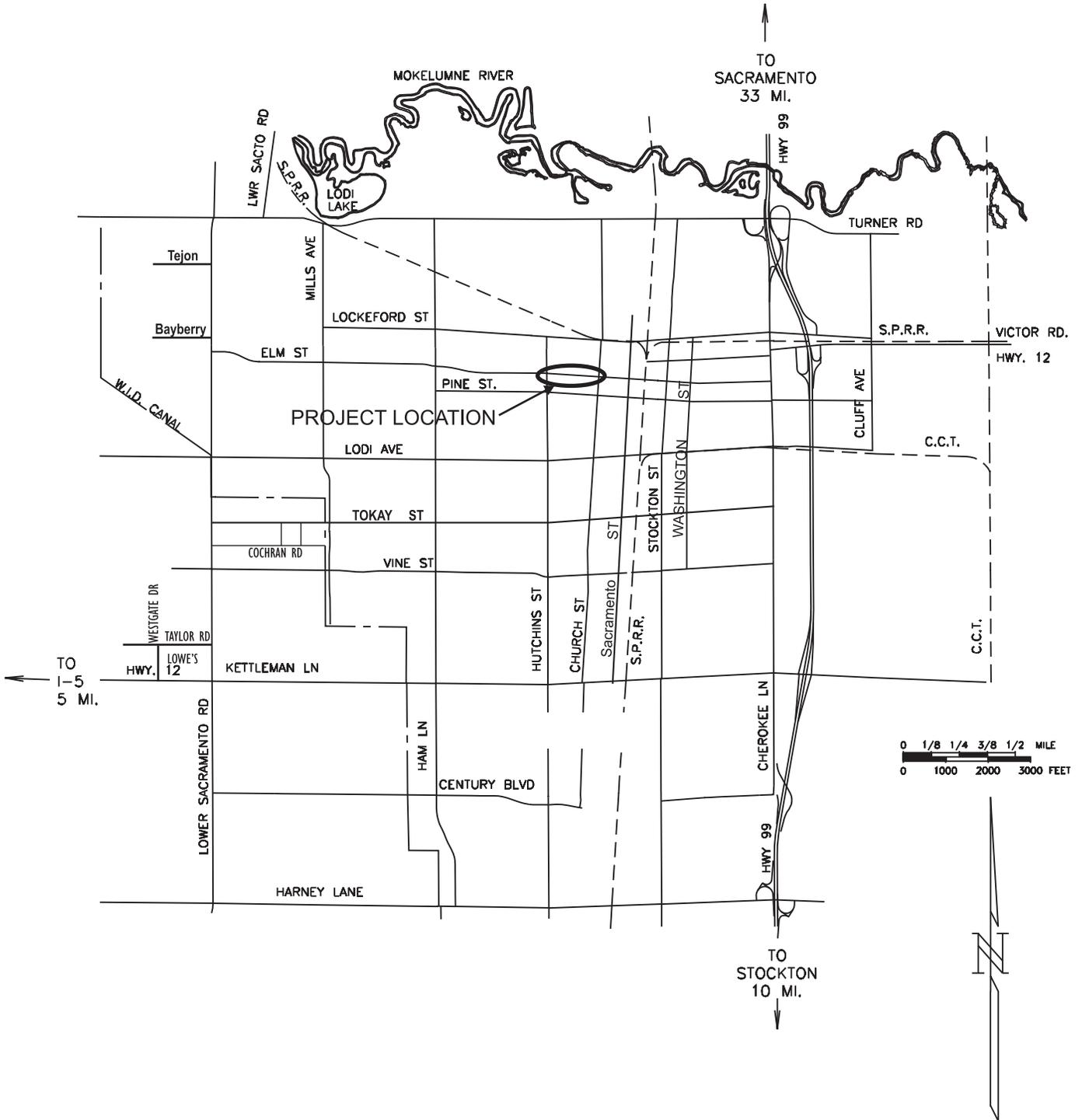
Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Senior Civil Engineer
Biondi Paving, Inc.



CITY OF LODI
PUBLICWORKSDEPARTMENT

Exhibit A

Elm Street Overlay
Hutchins St to Church St



**ELM STREET ASPHALT CONCRETE OVERLAY
Hutchins Street to Church Street**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

Perform the work necessary to mill the existing asphalt concrete pavement to provide a smooth base, pave the street with asphalt concrete overlay with pavement reinforcing fabric, and other incidental and related work, all as shown on the plans and specifications for "Elm Street Asphalt Concrete Overlay, Hutchins Street to Church Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 7,043.50	\$ 7,043.50
2.	Construction Notification	LS	1	\$ 625.00	\$ 625.00
3.	Water Pollution Control	LS	1	\$ 3,500.00	\$ 3,500.00
4.	Remove Curb and Gutter	LF	92	\$ 23.00	\$ 2,116.00
5.	Remove Handicap Ramp	LS	1	\$ 450.00	\$ 450.00
6.	Pavement Crack Seal	LB	200	\$ 8.00	\$ 1,600.00
7.	Concrete Subgrade Compaction	SF	230	\$ 3.50	\$ 805.00
8.	Pavement Repair	SF	600	\$ 4.50	\$ 2,700.00
9.	Pavement Grinding	SF	38,850	\$ 0.30	\$11,655.00
10.	Pavement Fabric	SY	6,130	\$ 1.75	\$10,727.50
11.	Asphalt Concrete	TON	820	\$ 80.50	\$66,010.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Concrete Sidewalk	SF	35	\$ 16.00	\$ 560.00
13.	Concrete Curb and Gutter	LF	92	\$ 55.00	\$ 5,060.00
14.	Adjust Storm Drain Manhole to Grade	EA	5	\$ 525.00	\$ 2,625.00
15.	Adjust Water Valve Frame and Cover to Grade	EA	5	\$ 350.00	\$ 1,750.00
16.	Furnish Water Valve Frame and Cover	EA	6	\$ 75.00	\$ 450.00
17.	Adjust Monitoring Well Frame and Cover to Grade	EA	3	\$ 350.00	\$ 1,050.00
18.	Adjust Detector Loop Box Frame and Cover to Grade	EA	1	\$ 500.00	\$ 500.00
19.	Traffic Striping	LS	1	\$ 8,750.00	\$ 8,750.00
TOTAL					\$127,977.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 18 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Title

Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division

3. FROM: Rebecca Areida-Yadav 5. DATE: 08/17/2011

4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	337		3205	Fund Balance	\$ 79,000.00
	325		3205	Fund Balance	\$ 56,400.00
	325	3251	5037	Measure K Bike/Ped Grant	\$ 24,600.00
B. USE OF FINANCING	337	337011	7720	Elm Street Overlay	\$ 79,000.00
	325	325041	7720	Elm Street Overlay	\$ 81,000.00

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

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

Contract for Elm Street Overlay Project, Hutchins to Church Street, to Biondi Paving, Inc.

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

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

Department Head Signature: Wally Sander

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING ELM STREET ASPHALT CONCRETE
OVERLAY PROJECT, HUTCHINS STREET TO
CHURCH STREET PROJECT, AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT,
APPROPRIATING FUNDS AND DESIGNATING HANDICAP
PARKING AT 215 WEST ELM STREET AND THEREBY
AMENDING TRAFFIC RESOLUTION NO. 97-148

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 16, 2011, at 11:00 a.m., for the Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street Project, described in the plans and specifications therefore approved by the City Council on July 20, 2011; and

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

Bidder	Bid
Biondi Paving, Inc.	\$ 129,977.00
Knife River Construction	\$ 133,714.50
A.M. Stephens Construction	\$ 136,711.00
Granite Construction	\$ 136,985.00
George Reed, Inc	\$ 144,420.00
Galedrige Construction	\$ 163,426.85
Cazadores Construction	\$ 182,469.00
Legg, Inc.	\$ 198,966.80

WHEREAS, staff recommends awarding the contract for the Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street, to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$129,977; and

WHEREAS, staff also recommends City Council designate a handicap parking stall at 215 West Elm Street, in front of the Lodi Police Station.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street, to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$129,977; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$160,000 be appropriated from Proposition 42, Measure K and Measure K Bike/Ped funds for this project; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby designate a handicap parking stall at 215 West Elm Street, in front of the Lodi Police Station; and

BE IT FURTHER RESOLVED that City of Lodi Traffic Resolution No. 97-148, Section 3, "Street Parking Restrictions," is hereby amended by the designation of a handicap parking stall, as shown on Exhibit A attached.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

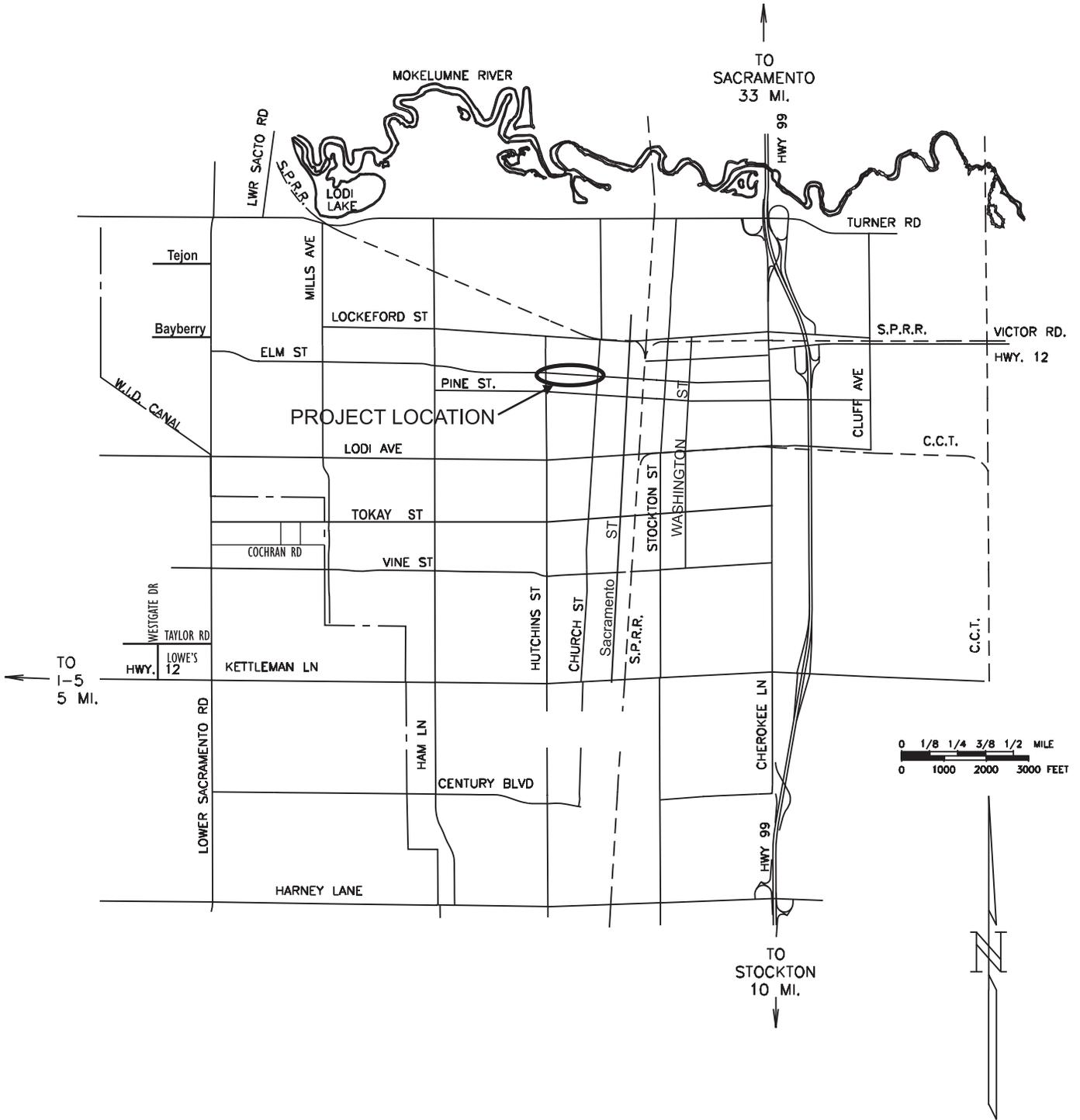
- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI
PUBLICWORKSDEPARTMENT

Exhibit A
Elm Street Overlay
Hutchins St to Church St





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Submit Application to the U.S. Department of Housing and Urban Development for the 2011 Community Challenge Planning Grant; and Execute the Agreement, any Amendments Thereto, and of any Related Documents Necessary to Participate in the Program.

MEETING DATE: September 7, 2011

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to submit an application to the U.S. Department of Housing and Urban Development (HUD) for the 2011 Community Challenge Planning Grant; and to execute the Agreement, any amendments thereto, and any related documents necessary to participate in program.

BACKGROUND INFORMATION: On July 27, 2011, HUD released a Notice of Funding Availability (NOFA) for the 2011 Community Challenge Planning Grant. The Community Challenge Grant program is intended to reduce barriers to achieving sustainable communities by assisting communities with planning, zoning reforms, neighborhood redevelopment and planning implementation. The funding is intended to be flexible, allowing communities to develop strategies and set the table for further private investment. Of the \$28.6 million available, \$3 million will be awarded to areas with populations with fewer than 50,000 people, and \$1 million will be available for capacity support grants with a separate NOFA process. Applications are due on September 9, 2011.

Eligible activities include those related to the following:

- Development of master plans or comprehensive plans that 1) promote affordable housing co-located and/or well-connected with retail and business development and 2) discourage development not aligned with transportation plans, economic development plans, or regional sustainability plans;
- Development and implementation of local, corridor or district plans and strategies that promote livability and sustainability while avoiding residential and small business displacement;
- Comprehensive review to develop and prioritize revisions to zoning codes, ordinances, building standards, administrative regulations/actions or other laws to remove barriers and promote sustainable and mixed-use development and to overcome the effects of impediments to fair housing choice in local zoning codes and other land use laws, including form-based codes and inclusionary zoning ordinances to promote accessible, long-term affordable housing that reduces racial and poverty housing concentration and expands fair housing choice for low-income, minorities and persons with disabilities;

APPROVED: _____
Konradt Bartlam, City Manager

- Develop building codes that balance energy efficient rehabilitation of older structures and the creation of affordable and healthy housing;
- Strategies for creating or preserving affordable housing for low-, very low-, and extremely low-income families or individuals in mixed-income, mixed-use neighborhoods along an existing or planned transportation corridor which are based on data and market analysis;
- Strategies to bring additional affordable housing to areas that have few affordable housing opportunities and are close to job clusters;
- Planning, establishing, and acquiring land for development, redevelopment, and revitalization that reserves property for the development of affordable housing within the context of sustainable development;
- Development of community-scale energy strategies and implementation plans, and climate adaptation plans; and
- Development of pre- and post-disaster plans in the context of sustainable communities.

In consultation with Public Works, we have selected the East Lockeford Corridor Plan (ELCP) as the preferred project that will be modeled after the 2004 Eastside Mobility Access Plan (EMAP). EMAP identified improvements to Lodi's Eastside, specifically focused on pedestrian and bicycle safety and connectivity, transit service and amenities, vehicular circulation and parking, streetscape elements and community identity.

The ELCP will look to identify the appropriate public improvements necessary to promote healthy, safe and walkable neighborhoods and improve connectivity to alternative modes of transportation for residents and businesses along the corridor.

Additionally, the ELCP will look to acquire available land for those improvements and any future development of affordable, equitable and energy-efficient housing and/or mixed use development.

FISCAL IMPACT: There is a 20 percent match requirement for either funding or in-kind contribution.

FUNDING AVAILABLE: 2011 HUD Community Challenge Planning Grant

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

KB/jw

Attachment:

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE 2011 COMMUNITY CHALLENGE PLANNING GRANT; TO EXECUTE THE AGREEMENT, ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE PROGRAM

=====

WHEREAS, on July 27, 2011, the U.S. Department of Housing and Urban Development (HUD) released a Notice of Funding Availability (NOFA) for the 2011 Community Challenge Planning Grant (Grant); and

WHEREAS, the Grant is intended to reduce barriers to achieving sustainable communities by assisting communities with planning, zoning reforms, neighborhood redevelopment, and planning implementation. The funding is flexible, allowing communities to develop strategies and set the table for further private investment; and

WHEREAS, in response to the 2011 NOFA, the City of Lodi, a municipal corporation, wishes to apply to HUD for, and receive an allocation of, Grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager, in response to the 2011 NOFA, to submit application to HUD to participate in the Community Challenge Planning Grant program and for an allocation of funds not to exceed Three Million Dollars (\$3,000,000) for the following activities and/or programs: The East Lockeford Corridor Plan; and

BE IT FURTHER RESOLVED that, if the application for funding is approved, the City of Lodi hereby agrees to use Community Challenge Planning Grant funds for eligible activities in the manner presented in the application as approved by HUD. The City Manager is authorized and may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by HUD for participation in the Community Challenge Planning Grant program.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 35-Miles-Per-Hour Speed Limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution amending Traffic Resolution No. 97-148 by approving a 35-miles-per-hour speed limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane.

BACKGROUND INFORMATION: Reynolds Ranch Parkway is a recently-constructed roadway. As such, accident history does not exist, and since the area is not fully developed, traffic volumes are estimated to reflect future conditions.

Based on these factors, staff will continue to monitor the roadway in the event modifications are necessary. However, based on the data available at this time, staff recommends a 35-miles-per-hour speed limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane (Exhibit A). Curve warning signs and 30-miles-per-hour advisory speed signs will be installed at both curves in the roadway. A map showing speed limits on all surveyed streets within the City is attached as Exhibit B.

FISCAL IMPACT: Normal maintenance only.

FUNDING AVAILABLE: Not applicable as sign installation costs were included with roadway construction.

F. Wally Sandelin
Public Works Director

Prepared by Rick S. Kiriu, Senior Engineering Technician

FWS/RSK/typists initials

Attachments

cc: City Attorney
Police Chief
Police Sergeant Jacobsen
Senior Civil Engineer Chang
Water/Wastewater Superintendent
Street Supervisor Watson

APPROVED: _____
Konradt Bartlam, City Manager

SPEED ZONE REPORT – Reynolds Ranch Parkway, Highway 99 Frontage Road to Harney Lane

- REFERENCE - Speed zone surveys are performed in the City of Lodi following the California MUTCD in accordance with Section 40802 (b) of the California Vehicle Code.
- STUDY CRITERIA - Important factors to consider in determining the speed limit which is most appropriate to facilitate the orderly movement of traffic and that is reasonably safe are:

Prevailing Speeds (85th Percentile Speeds) - Reasonable speed limits conform to the actual behavior of the majority of motorists, and by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Speed limits should normally be established at the nearest five mile per hour (mph) increment to the 85th percentile speed. However, in matching existing conditions with the traffic safety needs of the community, engineering judgment may indicate the need for a further reduction of five mph.

Accidents - Accident records for two recent years were considered in determining the speed zones. Accidents on segments of roadways are classified by their accident rate. Accident rates are determined by the number of accidents occurring within a segment of roadway and the traffic volume within that segment. Accident rates are shown in accidents per million vehicle miles (ACC/MVM). The average Citywide accident rate is 3.4 ACC/MVM.

Unexpected Conditions – Highway, traffic, and roadside conditions not readily apparent to the driver were considered. When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, speed limits below the 85th percentile may be justified.

Other Factors - The following factors were considered: residential density, pedestrian & bicycle safety, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile condition, intersection spacing and offsets, commercial driveway characteristics and pedestrian traffic in the roadway without sidewalks.

- STUDY RESULT
Four radar surveys were performed and the 85th percentile speeds ranged from 38 to 43 mph as shown below.

<u>Street Segment</u>	<u>Northbound</u>	<u>Southbound</u>
Hwy 99 Ftg to Le Baron Blvd.	43 mph	38 mph
Le Baron Blvd. to Harney Lane	41 mph	41 mph

Highway 99 Frontage Road to Le Baron Boulevard

The 85th percentile speeds on this segment are 38 and 43 mph. The 50th percentile speeds are 34 and 37 mph. There have been no accidents on this recently constructed street segment. Based solely on 85% speeds, the speed limit on this segment could be posted at 40 mph; however, based on bicycle and pedestrian safety, we recommend establishing a 35 mph speed limit on this segment.

Le Baron Boulevard to Harney Lane

The 85th percentile speed on this segment is 41 mph. The 50th percentile speeds are 36 and 37 mph. There have been no accidents on this recently constructed street segment. Based solely on 85% speeds, the speed limit on this segment could be posted at 40 mph; however, based on bicycle and pedestrian safety, we recommend establishing a 35 mph speed limit on this segment.

o CONCLUSION

The recommended speed limits are shown below:

<u>Reynolds Ranch Pkwy Segment</u>	<u>Posted Speed Limit</u>
Hwy 99 Ftg to Le Baron Blvd	35 mph
Le Baron Blvd to Harney Lane	35 mph

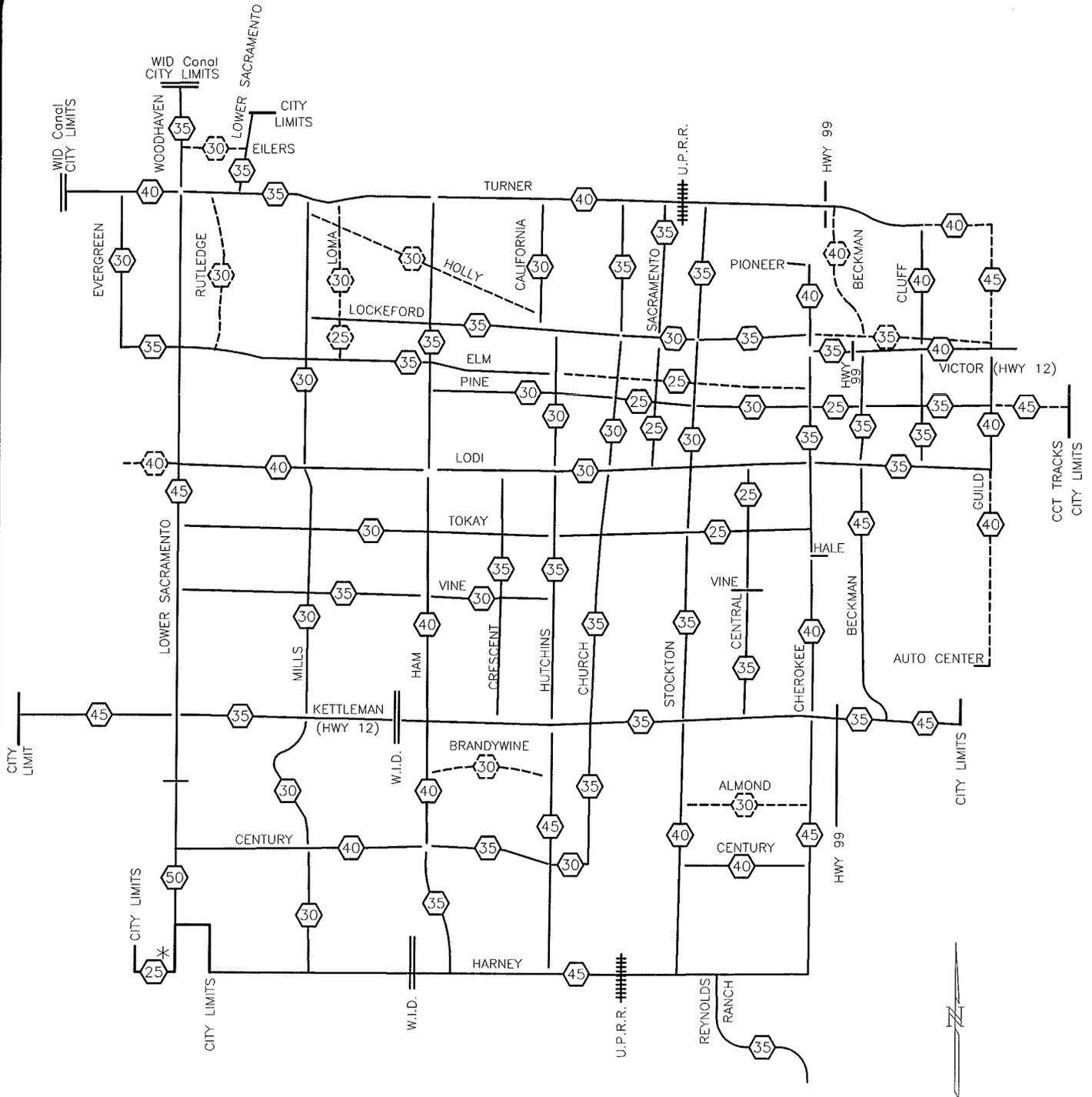
Paula J. Fernandez
Transportation Manager/Senior Traffic Engineer



CITY OF LODI

PUBLIC WORKS DEPARTMENT

POSTED SPEED LIMITS



*-NOT RADAR ENFORCEABLE

REVISED: XXX 2011

NOTE: The speed limits shown on this map are in miles per hour. The speed limit on streets within the City not shown on this map are 25 miles per hour.

LEGEND	
	STREET WITH SPEED ZONE (NON-LOCAL STREET)
	"LOCAL" STREET WITH SPEED ZONE (VC 40802)

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING TRAFFIC RESOLUTION NO. 97-148 BY
APPROVING A 35-MILE-PER-HOUR SPEED LIMIT ON
REYNOLDS RANCH PARKWAY FROM HIGHWAY 99
FRONTAGE ROAD TO HARNEY LANE

=====

WHEREAS, Reynolds Ranch Parkway is a recently-constructed roadway. As such, accident history does not exist, and since the area is not fully developed, traffic volumes are estimated to reflect future conditions; and

WHEREAS, based on the data available at this time, staff recommends a 35-mile-per-hour speed limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a 35-mile-per-hour speed limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane; and

BE IT FURTHER RESOLVED that the City of Lodi Traffic Resolution No. 97-148, Section 7, "Speed Limits," is hereby amended to set the speed limit on Reynolds Ranch Parkway from Highway 99 Frontage Road to Harney Lane at 35 miles per hour.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Rescind Resolutions 2008-166, 2010-99, 2011-41, 2011-77 and 2011-120 and Approve Resolution Authorizing the Issuance of Procurement Cards to Specified Positions

MEETING DATE: September 7, 2011

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Rescind Resolutions 2008-166, 2010-99, 2011-41, 2011-77 and 2011-120 and approve resolution authorizing the issuance of procurement cards to specified positions.

BACKGROUND INFORMATION: Later on this agenda, the Lodi City Council is expected to adopt revisions to Title 3 – Chapter 3.20 – Purchasing System which include incorporating Procurement Cards into the Purchasing System. The revised ordinance specifies that Council approve, by resolution, staff positions authorized to hold Procurement Cards.

The attached resolution contains a list of positions that are approved to hold Procurement Cards. The City Manager is authorized to issue the cards to the incumbents and to set the limits of such cards in accordance with the parameters of the Lodi Municipal Code. The effective date of the resolution will be the same as the effective date of the ordinance, namely October 7, 2011.

FISCAL IMPACT: Staff efficiencies are expected as greater flexibility is granted in our purchasing processes. Additional revenue is expected as more purchases are made using the procurement cards. It is not possible to accurately estimate the additional revenue as the exact amount of spend on the procurement cards is not known.

FUNDING AVAILABLE: Expenses charged to procurement cards are included in departmental appropriations.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL RESCINDING
RESOLUTIONS 2008-166, 2010-99, 2011-41, 2011-77 AND 2011-120
AND AUTHORIZIING THE ISSUANCE OF CAL-CARD PROCUREMENT
CARDS TO SPECIFIED POSITIONS

WHEREAS, City Council had previously approved Resolutions 2008-166, 2010-99, 2011-41, 2011-77 and 2011-120 relating to the issuance of Cal-Card procurement cards to specific individuals, and

WHEREAS, Lodi Municipal Code Section 3.20.135 specifies that the Lodi City Council will adopt a resolution setting forth the positions that are authorized to hold procurement cards, and

WHEREAS, the City Manager is authorized to approve issuance of procurement cards to incumbents in the positions noted in this resolution with limits in accordance with the parameters of the Lodi Municipal Code; and

WHEREAS, the effective date of this Resolution shall coincide with the effective date of Ordinance No. 1849, namely October 7, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the following positions to be issued procurement cards with transaction and aggregate limits in accordance with Lodi Municipal Code Section 3.20.

Department	Position
City Manager	City Manager
	Deputy City Manager/Internal Service Director
City Attorney	City Attorney
City Clerk	City Clerk
Community Development	Director
Internal Services	Purchasing Technician
Electric Utility	Director
	Electric Operations Superintendent
	Buyer
Library	Director
Police	Chief
	Management Analyst
	Senior Police Administrative Clerk
Fire	Chief
	Division Chief
	Battalion Chief
Parks, Recreation and Cultural Services	Director
	Parks Superintendent
	Recreation Superintendent
	Community Center Manager
	Recreation Manager

Public Works	Director
	Deputy Public Works Director – Utilities
	Wastewater Treatment Superintendent
	Water/Wastewater Superintendent
	Senior Traffic Engineer/Transportation Manager
	Lab/Environmental Compliance Superintendent
	Fleet Services Supervisor
	Facilities Supervisor
	Street Supervisor
	Water/Wastewater Supervisor
	Parts Clerk
	Senior Engineering Technician
	Senior Storekeeper
	Plant & Equipment Mechanic
	Chief Wastewater Plant Operator

Dated: September 7, 2011

=====

I hereby certify that Resolution 2011-____ was passed and adopted by the City Council of the City of Lodi in regular meeting held September 7, 2011, by the following vote:

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

RANDI JOHL
 City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Waiver of Conflict of Interest for Meyers Nave's Representation of Northern California Power Agency (NCPA)

MEETING DATE: September 7, 2011

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Approve Waiver of Conflict of Interest for Meyers Nave in their representation of the Northern California Power Agency (NCPA).

BACKGROUND INFORMATION: The law firm of Meyers Nave represents the City from time to time with regard to development agreements and other land use matters. It also assisted the City in drafting sections of the development agreements relating to electric utility costs. Meyers Nave also serves as General Counsel to NCPA, and has been tasked with drafting a Professional Services Agreement between NCPA and the City of Lodi for the construction of a power line connection between the White Slough power plants and the City. Although technically a conflict of interest, it is reasonable to waive the conflict in light of the risks involved and our desire to use Meyers Nave for land use work in the future.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
City Attorney

APPROVED:

Konradt Bartlam, City Manager



575 Market Street, Suite 2600
San Francisco, California 94105
tel 415.421.3711
fax 415.421.3767
www.meyersnave.com

Steven T. Mattas
Attorney at Law
smattas@meyersnave.com

JUL 25 2011

CITY ATTORNEYS OFFICE

July 18, 2011

D. Stephen Schwabauer
City Attorney of Lodi
Office of the City Attorney
P.O. Box 3006
Lodi, CA 95241-1910

Re: *Consent to Continued Representation of City of Lodi and Northern California Power Agency - LSR 11.67*

Dear Steve:

As you are aware, we act as the General Counsel to the Northern California Power Agency ("NCPA"). In that capacity we have been asked by NCPA to provide advice to it regarding reviewing a potential Professional Services Agreement with the City of Lodi ("Lodi"). Under the terms of the agreement, NCPA would study the feasibility of connecting Lodi's local services at NCPA's 230 KV switchyards at the CT2 (STIG) site located in Lodi. In advising NCPA regarding this Professional Services Agreement, there may be matters which create either actual or potential conflicts of interest between the interests of NCPA and those of Lodi, and the interests and objectives of NCPA and Lodi relating to this matter either are or may become inconsistent with each other. The purpose of this letter is to disclose this relationship and situation to you, and to seek Lodi's informed, written consent to our continued representation of NCPA with respect to this matter as well as our continued representation of Lodi in the land use and CEQA matters for which we have been retained.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rules 3-310(B), 3-310(C), and 3-310(E) of the California Rules of Professional Conduct provide as follows:

Rule 3-310(B): A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or
- (2) The member knows or reasonably should know that:
 - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

- (b) the previous relationship would substantially affect the member's representation; or
- (3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or
- (4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

Rule 3-310(C): A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
- (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With regard to Rule 3-310(B), neither we nor, to the best of our actual knowledge, any member of our firm has or has had (i) any legal, business, financial, professional, or personal relationship with any party, witness, person, or entity or (ii) any interest in the subject matter of our representation of NCPA disclosure of which is required by Rule 3-310(B), except for our past and current representation of Lodi, as described above.

With regard to Rule 3-310(C), our presently proposed representation of NCPA in connection with the matter described above will not result in our representing NCPA and Lodi in the same matter. However, it will result in our representing NCPA in the matter first described above at the same time as we are representing Lodi in separate matters. Therefore, and since we have a professional duty of undivided loyalty to each current client, given our current and past representation of Lodi, we need the informed written consent of both NCPA and Lodi before we can represent NCPA in the captioned matter.

With reference to Rule 3-310(E), we do not believe that we have obtained any confidential information from Lodi that would be material to the current matter in which we have been asked to represent NCPA. However, Lodi may believe we have or may receive such material confidential information due to the nature of our past and current representation of Lodi.

Consequently, before representing NCPA in this current matter, we request the informed written consent of Lodi.

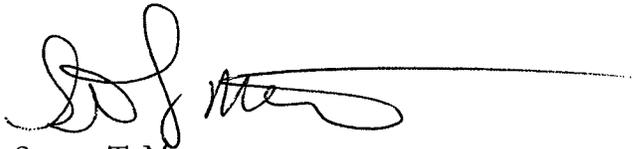
In connection with our proposed representation of NCPA in the matter described above and for purposes of assisting you in determining whether or not to consent to such representation, we hereby inform you that:

- (a) We do not anticipate any foreseeable adverse effects upon Lodi by reason of our representation of NCPA.
- (b) We do not anticipate any foreseeable adverse effects upon NCPA by reason of our past and current representation of Lodi.

We request that Lodi consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after review and consideration of the foregoing, Lodi consents to our representation of NCPA in the captioned matter, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,



Steven T. Mattas

Cc: Conflicts Dept.

City of Lodi consents to the representation described above.

Dated: _____, 2011

City of Lodi

By:
Its:

1678190.1



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for October 5, 2011, to Consider Amending Lodi Municipal Code Chapter 16.40 "Reimbursements for Construction" by Repealing and Re-enacting Section 16.40.050 "Reimbursement Agreements" in its Entirety

MEETING DATE: September 7, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set Public Hearing for October 5, 2011, to consider amending Lodi Municipal Code Chapter 16.40 "Reimbursement for Construction" by repealing and re-enacting Section 16.40.050 "Reimbursement Agreements" in its entirety.

BACKGROUND INFORMATION: Lodi Municipal Code Chapter (LMC) 16.40 regarding "Reimbursements for Construction" identifies the improvements which are reimbursable under the development impact mitigation fee program and establishes a uniform reimbursement procedure for the cost of improvements which are to be reimbursed from other parties.

Currently, Section 16.40.050-A.4 Reimbursement Agreements, provides that the City will collect the appropriate charge from the properties identified in the agreement and reimburse the applicant or the applicant's heirs, successors or assigns, for a period of 15 years from the date of the agreement only. Reimbursement agreements to recover funds advanced by the City for projects shall expire after 15 years; reimbursement charges will not be collected after that time. In large part, the reimbursement charges apply to future residential development.

The current economic downturn has resulted in a general stoppage of most new development and particularly residential development. The current trends suggest the duration of the downturn will extend for up to 10 years.

The ordinance to be considered at the Public Hearing would amend LMC Section 16.40.050 to extend all existing reimbursement agreements for a period of 10 years. As a result, properties that have not paid reimbursements included in the existing reimbursement agreements will be required to reimburse the applicant for a period not to exceed 25 years. The proposed amendments are presented in Exhibit A.

Presently, there are 17 active reimbursement agreements. A summary of these agreements is provided in Exhibit B.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 16.40
"REIMBURSEMENTS FOR CONSTRUCTION" BY
REPEALING AND RE-ENACTING SECTION 16.40.050
"REIMBURSEMENT AGREEMENTS" IN ITS ENTIRETY.

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.40 – "Reimbursements for Construction" is hereby amended by repealing and re-enacting §16.40.050 "Reimbursement Agreements" in its entirety, to read as follows:

16.40.050 Reimbursement Agreements

A. Within sixty days of receipt of a completed application, the public works director shall prepare a reimbursement agreement containing the following provisions:

1. The amount of reimbursable costs shall include construction costs less any applicable credits plus ten percent for administrative and engineering costs. Applicable city engineering and processing fees shall also be added. Costs of financing, bonds or other applicant costs shall not be included.
2. The total reimbursable cost shall be apportioned to the benefiting properties as appropriate. Costs of transitions, utility stubs or other minor work shall not be apportioned to adjacent property.
3. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record 20 Cities Construction Cost Index as of the end of the year. The reimbursable amount for subsequent years shall be the prior year reimbursable amount less any reimbursements made during the year, all multiplied by the percentage change in the index over the year.
4. The agreement shall provide that the city will collect the appropriate charge from the properties identified in the agreement and reimburse the applicant or the applicant's heirs, successors or assigns, for a period of fifteen years from the date of the agreement only. Reimbursement agreements to recover funds advanced by city for projects shall expire after fifteen years; reimbursement charges will not be collected after that time **unless the City Council approves a time extension to Reimbursement Agreement as provided in this chapter.**
5. **Upon written request of the applicant or the applicant's heirs, successors or assigns, and a showing that economic conditions prevented construction necessary to reimburse less than fifty percent (50%) of the applicant's construction costs, the City Council may approve time extensions to reimbursement agreements. The application shall be filed at least one year prior to the Reimbursement Agreement's expiration. Applicant shall reimburse the City for all staff and other costs associated with processing the application.**

~~B. The reimbursement agreement shall be numbered and filed by the Public Works~~

Director.

CB. Prior to the adoption of a resolution approving the reimbursement agreement or *extension of a reimbursement agreement* the city shall within ninety days of receipt of a completed application conduct a public hearing as follows:

1. At least ten days prior to the date and time set for the hearing before the city council, give a notice by first class mail, postage prepaid to the addresses as shown on the latest equalized assessment roll of San Joaquin County, to the owners of each parcel identified in the reimbursement agreement as benefited.
2. The notice shall state the date, time, and location set for such hearing.
3. Include in such notice to property owners as required under (1) above a statement of the nature of the improvements costs as provided in subsection A of this section, and list of the addresses or a map delineating all parcels identified in the reimbursement agreement as benefited.
4. The hearing on such reimbursement agreement shall take place before the city council, at which time all interested parties shall be heard. The council shall determine what properties are benefited, the costs and a fair method of allocation of costs to the properties benefited, and an apportionment of such costs.

SECTION 3. 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 4. 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 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2011

Bob Johnson
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held July 6, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2011, by the following vote:

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

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

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: Conduct a Public Hearing to Consider and Approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a Separation Agreement with San Joaquin County; and an Amendment of the 2011/12 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from the 2010/11 Program Year and Transferred CDBG Funds from San Joaquin County through the Separation Agreement.

MEETING DATE: September 7, 2011

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a public hearing to consider and approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); a Separation Agreement with San Joaquin County; and an amendment of the 2011/12 Action Plan to accommodate the reallocation of unused CDBG funds from the 2010/11 Program Year and transferred CDBG funds from San Joaquin County through the Separation Agreement.

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

The 2010/11 CAPER describes the programs and activities accomplished during that program year, in which the City received \$810,608 in federal CDBG funds. The public review and comment period for the CAPER document began August 23, 2011 and ends September 7, 2011.

At the completion of the 2010/11 Program Year, there were unused CDBG funds from three Public Services and one project that will need reallocating to a new or existing 2011/12 project(s), which will require the amendment of the 2011/12 Action Plan. The public review and comment period for this Action Plan amendment began August 8, 2011 and ends September 7, 2011.

In addition, as the City elected to separate from the Urban County in 2009 in order to receive CDBG funding directly as an Entitlement Community, a Separation Agreement is required to be executed between San Joaquin County and the City of Lodi and forwarded to the U.S. Department of Housing and Urban Development (HUD) for that agency's subsequent review and approval.

Through that Separation Agreement, we have identified unused Urban County CDBG funds that will need to be transferred from the HUD line of credit for San Joaquin County to the HUD line of credit for the City of Lodi Entitlement. The funds transferred through that Separation Agreement will need to be designated to new or existing 2011/12 projects, which will be included in the amendment of the 2011/12 Action Plan.

APPROVED: _____
Konradt Bartlam, City Manager

The 2011/12 Action Plan was adopted on April 20, 2011, and approved by the U.S. Department of Housing and Urban Development (HUD) in June 2011. Since that time, the City has identified five projects that have funding available for reallocation. In the course of developing a Separation Agreement between the City of Lodi and San Joaquin County, a total of 12 Urban County projects have been identified for reallocation.

Entitlement Projects

A total of \$35,577.59 in CDBG funds from the following five 2010/11 projects are proposed for reallocation:

Project 09-07 LOEL Kitchen Renovation - \$4,821.85

The project is now complete and the remaining balance is proposed for reallocation.

Project 10-03 Housing Authority HVAC - \$9,432.20

The project is now complete and the remaining balance is proposed for reallocation.

Project 10-06 Graffiti Abatement - \$15,869.57

The graffiti abatement program met its goals for the 2010/11 program year, but had a balance after cost accounting was complete.

Project 10-08 Fair Housing Services - \$520.64

The local Fair Housing agency met its goals for the 2010/11 program year, but had a balance after cost accounting was complete.

Project 10-09 Spay/Neuter Program - \$4,933.33

The spay/neuter program met its goals for the 2010/11 program year, but was not able to expend all of its funds within the program year.

Urban County Projects

A total of \$358,628.82 in Urban County CDBG funds from the following 12 projects are proposed for reallocation:

Project 06-12 Economic Development – Job Creation - \$139,425.00

The proceeds from the payoff of a loan through the Revolving Loan Fund (RLF) Program were returned to the program.

Project 06-16 Tienda Drive Senior Housing - \$77,692.89

This allocation is obligated to Eden Housing for their development of a senior housing project at 2245 Tienda Drive.

Project 07-03 Grape Bowl ADA Access Improvements - \$101,639.75

The design and engineering work that these funds were allocated for are now complete and the remaining balance is proposed for reallocation.

Project 08-01 Blakely Park North Pool Deck - \$5,997.94

The project is now complete and the remaining balance is proposed for reallocation.

Project 08-03 Elm Street Demolition - \$610.28

The project is now complete and the remaining balance is proposed for reallocation.

Project 08-05 Salvation Army Freezer/Cooler - \$1,948.98

The project is now complete and the remaining balance is proposed for reallocation.

Project 08-06 Salvation Army – Hope Ave. Improvements - \$40.53
The project is now complete and the remaining balance is proposed for reallocation.

Project 08-09 LOEL Center Kitchen Renovation - \$0.60
The project is now complete and the remaining balance is proposed for reallocation.

Project 08-10 Administration - \$1,413.65
The remaining balance is proposed for reallocation.

Project 08-16 Library Restroom Improvements - \$35.19
The project is now complete and the remaining balance is proposed for reallocation.

Project 08-18 Hale Park Surface Renovation - \$0.01
The project is now complete and the remaining balance is proposed for reallocation.

Project 08-20 Blakely Park Swing Area Renovation - \$29,824.00
The project is now complete and the remaining balance is proposed for reallocation.

Staff has identified one existing and three new activities in which to commit the reallocated funds. In order to commit a substantial amount of additional funds to existing or new activities, the City must amend the 2011/12 Action Plan.

The following 2011/12 projects are proposed to receive the reallocated funding:

Existing Project 11-02 ADA Accessibility Improvements

Current allocation: \$100,000.00
Reallocated funds: \$ 35,577.59
Adjusted allocation: \$135,577.59

New Project 11-10 Tienda Drive Senior Housing Project

Current allocation: \$ 0.00
Reallocated funds: \$ 78,000.00
Adjusted allocation: \$ 78,000.00

New Project 11-11 Alley Drainage Improvements

Current allocation: \$ 0.00
Reallocated funds: \$180,000.00
Adjusted allocation: \$180,000.00

New Project 11-12 Housing Rehabilitation Program

Current allocation: \$ 0.00
Reallocated funds: \$100,628.82
Adjusted allocation: \$100,628.82

The Action Plan amendment was made available for public review during a 30-day public comment period from August 8, 2011 to September 7, 2011.

FISCAL IMPACT: The CAPER document, as well as 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: Not applicable.

Konradt Bartlam
Community Development Director

KB/jw

2010-2011 CAPER

I. EXECUTIVE SUMMARY

This Consolidated Annual Performance and Evaluation Report describes the City's housing and community development accomplishments in the 2010-11 fiscal year, with a special focus on those activities funded by the Community Development Block Grant.

In the 2010-2011 program year, the City funded improvements to parks, infrastructure, and the LOEL Senior Center, as well as several public service activities.

Accomplishments include the following:

- Completed work on the reconstruction of two alleys in low-income areas to improve drainage, and began the procurement process for additional alley improvements;
- Completed the renovation and expansion of the LOEL Senior Center kitchen to meet commercial kitchen standards, so that LOEL can take over daily senior meal preparation for northern San Joaquin County.
- Replaced six HVAC units at an affordable housing complex administered by the Housing Authority of the County of San Joaquin;
- Completed improvements to the newly acquired "180 Teen Center" facility to be used for individual and group counseling, as well as group activities;
- Provided nearly 235,000 pounds of food to nearly 6,800 Lodi residents through Second Harvest Food Bank;
- Removed more than 1,000 instances of graffiti in low-income areas;
- Funded the spay/neuter of 711 cats and 55 "pit bull" dogs;
- Provided 114 households with fair housing information; and
- Began work on ADA accessibility improvements at Van Buskirk playground.

In addition, staff continued to make progress on the development of an 80-unit affordable senior housing complex (with Eden Housing) and implementing a first-time homebuyer assistance program. The City also provided one-on-one training to public service providers, and implemented monitoring and fiscal systems to oversee and track progress of the CDBG grant program. All of the proposed activities for the year were completed or underway by the end of the fiscal year.

Program year 2010-11 was the City's second year as an entitlement jurisdiction for CDBG funds. Staff strived to provide training opportunities to new grant recipients and establish best practices, with the goal of integrating them into the day-to-day and long-term implementation of the program.

II. INTRODUCTION

2010-2011 CAPER

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 2010-11 Action Plan, which covers the period from July 1, 2010 through June 30, 2011. 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 2010-11 program year was the City of Lodi's second 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

This report was made available for public review during a public comment period from August 24, 2011 to September 7, 2011. A public notice announcing its availability was published in the *Lodi News-Sentinel* on August 6, 2011. A public hearing on the report was held on September 7, 2011 at the Lodi City Council meeting.

III. ACTIVITY SUMMARIES

HOUSING

Affordable Housing Land Acquisition

The City will provide funding to a non-profit housing develop to purchase land for an affordable senior housing development.

2010-11 Objective: Construct 80 affordable housing units.

Funding Allocated: \$1.2 million (prior-year funding through the San Joaquin Urban County)

2010-11 Accomplishment: Developer Eden Housing acquired the property.

2010-2011 CAPER

Actual Expenditure:	Pre-development and financing underway. \$667,613.95 (in Urban County CDBG funds)
Narrative:	The project is in pre-development. The developer and City are assembling financing. Construction on the project is anticipated to start in summer 2012. A total of 80 units are planned.

2010-2011 CAPER

PUBLIC FACILITIES

LOEL Senior Center Kitchen Renovation (09-07)

Renovate and expand the current LOEL kitchen to commercial kitchen standards, so that LOEL can take over daily senior meal preparation for northern San Joaquin County. Ongoing funding for meals will be provided through state and federal sources.

2010-11 Objective: 1 public facility improved

Funding Allocated: \$228,402

2010-11 Accomplishment: 1 public facility improved

Actual Expenditure: \$223,580.15

Narrative: Construction work to expand and modernize the kitchen began in May 2010. Construction was completed in April 2011.

Alley Drainage Improvements (09-02)

Reconstruct one alley to increase accessibility and drainage. Storm drain facilities will be added and the alley will be resurfaced.

2010-11 Objective: 1 public facility improved

Funding Allocated: \$249,886

2010-11 Accomplishment: Project underway

Actual Expenditure: \$47,376.96

Narrative: Phase I of the project, which included improvements to two alleys, was completed in November 2010. In the summer of 2011, the City bid Phase II of the project and awarded a contract for improvements of three additional alleys. The preconstruction meeting was held in August 2011, and work on Phase II is anticipated to be completed in spring 2012. Outcomes will be reported in the 2011-12 CAPER.

Water Meter Installation (10-02)

The City will provide a small grant to homeowners needing financial assistance in order to pay a special assessment levied by the City in order to fund water meter installation. Grants of up to \$1,200 will be available to low-income homeowners in the City's target areas. Water meters will be installed throughout the City.

2010-11 Objective: 177 water meters installed

Funding Allocated: \$224,384.19

2010-11 Accomplishment: Project cancelled

Actual Expenditure: \$0.00

2010-2011 CAPER

Narrative: After extensive review by staff, it was determined that implementation of this project would be more cost-efficient if another source of available funding was used. The project's full balance was reallocated by the City Council on February 16, 2011 to the following projects: 10-10 Economic Development Revolving Loan Fund (\$80,000) and 10-11 Alley Drainage Improvements (\$144,384.19).

Housing Authority HVAC (10-03)

The City will grant funds to the Housing Authority of the County of San Joaquin for the replacement of HVAC units serving a six-unit affordable housing complex. The new energy-efficient units will replace units that are more than 15 years old, and will reduce utility costs for households living in the units.

2010-11 Objective: 6 rental housing units improved

Funding Allocated: \$32,218

2010-11 Accomplishment: 6 rental housing units improved

Actual Expenditure: \$22,341.75

Narrative: Construction work to install six HVAC units began in December 2010. Construction was completed in January 2011. The remaining balance of funding will be reallocated in an amendment to the 2011-12 Action Plan.

Van Buskirk Playground (10-04)

The City will remove the existing playground equipment and replace it with playground equipment that meets current ADA regulations and safety standards. The work will be done within the footprint of the existing play area, and is anticipated to be completed by December 2010.

2010-11 Objective: 1 public facility improved

Funding Allocated: \$170,131.87

2010-11 Accomplishment: Project underway

Actual Expenditure: \$5,315.01

Narrative: This project to make ADA accessibility improvements at Van Buskirk Park went out to bid in June 2011. Construction work began in August 2011. Construction is anticipated to be completed in September 2011. Outcomes will be reported in the 2011-12 CAPER.

One Eighty Teen Center Improvements (10-05)

2010-2011 CAPER

The City will grant funds to the 180 Teen Center to expand and remodel their newly-acquired property. The repairs will include upgrades to electrical, plumbing, HVAC, flooring, and other general improvements. The goal is to use the facility for individual and group counseling, as well as group activities.

2010-11 Objective: 1 public facility improved
Funding Allocated: \$37,703.96
2010-11 Accomplishment: 1 public facility improved
Actual Expenditure: \$37,703.96
Narrative: Construction work to expand and remodel the newly acquired Teen Center property began in March 2011. Construction was completed in May 2011.

Alley Drainage Improvements (10-11)

The City will reconstruct at least two alleys in target areas in order to increase accessibility and drainage. Existing alley paving will be removed and replaced with storm drains and pervious concrete.

2010-11 Objective: 2 public facilities improved
Funding Allocated: \$144,384.19
2010-11 Accomplishment: Project underway
Actual Expenditure: \$0.00
Narrative: Funds from the open 09-02 Alley Drainage Improvements project (with a remaining balance of about \$200,000) will be drawn down first, and the remaining project costs will be drawn down from this project. Remaining funds will then be allocated toward Phase III of the project.

PUBLIC SERVICES

Graffiti Abatement (10-06)

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.

2010-11 Objective: 622 instances of graffiti removed
Funding Allocated: \$56,591
2010-11 Accomplishment: 1,120 instances of graffiti removed
Actual Expenditure: \$40,721.43

2010-2011 CAPER

Narrative: The graffiti abatement program operated year-round and exceeded goals. 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. On February 16, 2011, \$20,000 was reallocated since it was anticipated the activity would not use all of the programmed funds. The remaining balance of funding will be reallocated in an amendment to the 2011-12 Action Plan.

Second Harvest Food Bank (10-07)

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).

2010-11 Objective: 6,500 persons assisted

Funding Allocated: \$10,000

2010-11 Accomplishment: 6,782 persons assisted

Actual Expenditure: \$10,000

Narrative: Second Harvest operated two food assistance programs. The Senior Brown Bag program delivered 58,098 pounds of food to Lodi seniors. The Food Assistance Program delivered 176,427 pounds of food to Lodi residents. The estimated value of food provided to Lodi residents was \$351,788. Second Harvest supplemented funds from the City of Lodi with private donations (food and cash), handling fees, and FEMA grants.

**Table 2
Second Harvest Food Bank Beneficiaries**

Category	Total	Percent of Total HH
Total Persons	6,782	100%
Total Low/Mod-Income	6,782	100%
Extremely low-income	5,949	88%
Low-income	624	9%
Moderate-income	209	3%
Special Needs	1,349	20%
Disabled HH Member	252	4%
Senior Headed HH	262	4%
Female Headed HH	835	12%
5+ Person HH	Not collected	--
Race/Ethnicity	--	--
Hispanic (all races)	2,086	31%
White	3,659	54%

2010-2011 CAPER

Black or African-American	710	10%
Asian	208	3%
American Indian or Alaskan Native	81	1%
Native Hawaiian or Pacific	12	<1%
American Indian or Alaskan Native and White	12	<1%
Asian and White	--	--
Black or African American and White	14	<1%
American Indian or Alaskan Native and Black	--	--
Multiracial	N/A	-
Other/No response	N/A	-

San Joaquin Fair Housing (10-08)

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.

2010-11 Objective: 2,025 persons assisted

Funding Allocated: \$20,000

2010-11 Accomplishment: 470 persons assisted (129 households)

Actual Expenditure: \$19,479.36

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 470 persons (129 households) by providing information on fair housing. A total of 25 households were served through formal intakes. Of the 25 cases, 19 were resolved. Issues relating to formal intakes were not concentrated on any topic.

**Table 3
San Joaquin Fair Housing Beneficiaries**

Category	Total	Percent of Total HH
Total Households	129	100%
Total Low/Mod-Income	91 (households)	100%
Extremely low-income	Not collected	--
Low-income	Not collected	--
Moderate-income	--	--
Special Needs	--	--
Disabled HH Member	47	36%

2010-2011 CAPER

Senior Headed HH	17	13%
Female Headed HH	90	70%
5+ Person HH	49	38%
Race/Ethnicity	--	--
Hispanic (all races)	55	43%
White	37	29%
Black or African-American	19	15%
Asian	8	6%
American Indian or Alaskan Native	2	2%
Native Hawaiian or Pacific	2	2%
American Indian or Alaskan Native and White	--	--
Asian and White	14	11%
Black or African American and White	5	4%
American Indian or Alaskan Native and Black	3	2%
Multiracial	N/A	-
Other/No response	39	30%

Spay/Neuter Program (10-09)

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

2010-11 Objective: 525 households assisted

Funding Allocated: \$35,000

2010-11 Accomplishment: 218 households assisted

Actual Expenditure: \$30,066.67

Narrative: A total of 711 cats and 55 "pit bull" dogs were spayed or neutered through the program. Of the cats, 279 were pets and 432 were feral. All pets spayed or neutered were owned by low-income Lodi residents. The program reduced the number of unwanted animals delivered to the shelter and improved public health in the target areas by providing rabies vaccinations to feral cats. The accomplishment is lower than the objective because many households had multiple pets spayed or neutered.

Table 4
Spay/Neuter Program Beneficiaries

Category	Total	Percent of Total HH
----------	-------	---------------------

2010-2011 CAPER

Total Households	218	100%
Total Low/Mod-Income	218	100%
Extremely low-income	Not collected	-
Low-income	Not collected	-
Moderate-income	218	100%
Special Needs	--	--
Disabled HH Member	46	21%
Senior Headed HH	18	8%
Female Headed HH	117	54%
5+ Person HH	17	8%
Race/Ethnicity	--	--
Hispanic (all races)	35	16%
White	183	84%
Black or African-American	--	--
Asian	1	<1%
American Indian or Alaskan Native	--	--
Native Hawaiian or Pacific	--	--
American Indian or Alaskan Native and White	4	2%
Asian and White	1	<1%
Black or African American and White	--	--
American Indian or Alaskan Native and Black	--	--
Multiracial	--	--
Other/No response	29	13%

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.

ECONOMIC DEVELOPMENT

Economic Development Revolving Loan Fund (10-10)

The Economic Development Revolving Loan Fund will make loans available to businesses creating or retaining low-income jobs. Up to \$35,000 per full-time low-income job will be available to Lodi business owners.

2010-11 Objective: 2 business loans

Funding Allocated: \$160,000

2010-11 Accomplishment: No loans.

Actual Expenditure: \$0.00

2010-2011 CAPER

Narrative: Interested applicants have been reviewed but no loans have been made

PLANNING AND ADMINISTRATION

CDBG Administration (10-01)

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: \$162,122

Actual Expenditure: \$162,122

Narrative: CDBG staff carried out a wide range of administrative activities to implement programs and activities serving the target income and special needs population.

EXPENDITURE SUMMARY

The following tables show the City's 2010-11 expenditures in different categories and in comparison to federally-mandated caps. The IDIS reports in **Appendix B** show additional detail on the City's expenditures. The City received no program income in the program year.

**Table 5
2010-11 CDBG Allocations and Expenditures**

Category	2010-11 Allocated	2010-11 Expended
Planning and Administration	\$162,122.00	\$162,122.00
Public Services	\$121,591.00	\$100,267.46
Public Improvements - City	\$457,417.00	\$6,104.33
Public Facilities - Nonprofit	\$69,478.00	\$60,045.71
Total	\$810,608.00	\$328,539.50

**Table 6
Timely Expenditure Calculation**

Timely Expenditure Calculation (150% max)	
Total 2010-11 annual funding	\$810,608.00
Total funds remaining at year-end	\$706,498.36
Percentage of total funding remaining	87%

2010-2011 CAPER

**Table 7
Planning and Administration Calculation**

Planning and Admin Calculation (20% max)	
Total 2010-11 annual funding	\$810,608.00
Total planning and admin expenditures	\$162,122.00
Planning and admin percentage	20%

**Table 8
Public Services Calculation**

Public Services Calculation (15% max)	
Total 2010-11 annual funding	\$810,608.00
Total public services expenditures	\$100,267.46
Public services percentage	12.4%

2010-2011 CAPER

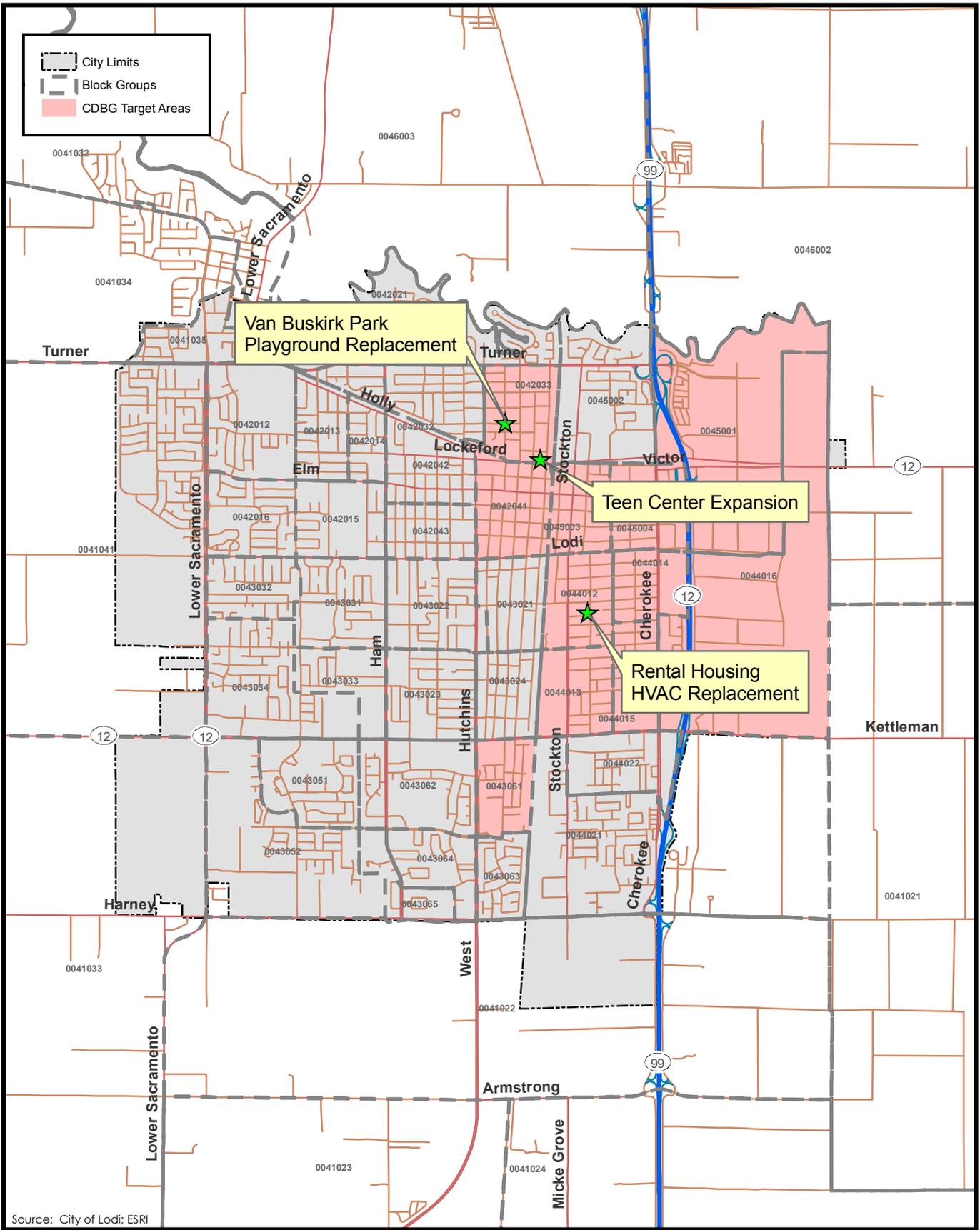
IV. GENERAL NARRATIVE

GEOGRAPHIC DISTRIBUTION

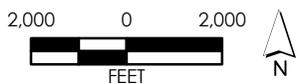
The City's CDBG target areas (low-income areas) are primarily located on Lodi's eastside. All of the CDBG-funded public facilities activities took place within the target areas. The LOEL Senior Center is located in Census Tract 44.01 (Block Group 2), which has a population that is 73 percent low-income, although the Center serves residents from the entire city. The alley drainage improvements took place in Census Tract 45.00 (Block Groups 3 and 4), an area which is 76 percent low-income. Blakely Park, in Census Tract 44.01 (Block Group 3), serves an area that is 71 percent low-income.

The City's public services, with the exception of graffiti abatement, were available to all Lodi residents. Graffiti abatement activities took place in all the City's target areas. Overall, these areas have a population that is 70 percent low-income.

City Limits
Block Groups
CDBG Target Areas



Source: City of Lodi; ESRI



2010 CDBG Target Areas

2010-2011 CAPER

AFFIRMATIVELY FURTHERING FAIR HOUSING

In 2010-11, the City began work and completed its first 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 2010-11 fiscal 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, and San Joaquin Fair Housing offered drop-in fair housing services from the Lodi Public Library one day per week. 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. Fair Housing staff hosted a booth at the local Farmers' Market twice during the program year.

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 2010-11 focused on expanding the supply of affordable housing and improving the ability of households to afford homeownership.

2010-2011 CAPER

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.

The City also received an \$800,000 HOME grant through the California Department of Housing and Community Development to offer a first-time homebuyer downpayment assistance program. The City completed the program guidelines and began marketing and accepting applications in 2010-11.

The City used an allocation of NSP and HOME funds available from the Urban County to complete four single-family acquisition-rehabilitation projects. Two are being marketed to low-income households (80% AMI), two to moderate income households (120% AMI). All have sales prices affordable to the buyers, all are resale restricted.

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 26, 2011. The general results of the survey noted a County-wide increase of 12% in sheltered homeless and 97% increase in unsheltered homeless.

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 2010-

2010-2011 CAPER

2011. 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 has allocated funding to expand the capacity of the local Salvation Army Shelter. The improvements will allow the shelter to serve families.

The City also participates in the planning for emergency food and shelter services as an active member of the local FEMA board.

Senior Services

In 2010-11, the City funded improvements to kitchen at the LOEL Center. The improvements are currently underway, and once completed LOEL will begin preparing and delivering meals to homebound seniors (Meals on Wheels) as well as continuing to offer congregate meals at the senior center. The City also continued to make progress on the 80-unit affordable senior housing complex planned for the Roget Park area.

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. 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. Although the City did not use CDBG funding in 2010-11 to support these organizations, the City has funded them in the past and continues to support their efforts in other ways.

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

2010-2011 CAPER

affordable housing, most notably through the Tienda Drive affordable senior housing complex and the downpayment assistance program.

In 2010-11 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.

The current program year was the second for the City's downpayment assistance program, funded by an \$800,000 HOME grant through the California Department of Housing and Urban Development. One homebuyer was assisted.

In 2011-12, 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.

The City has allocated \$100,000 in CDBG to

Barriers to Affordable Housing

Lodi continues to work toward meeting the housing needs of its low- and moderate-income residents. Falling home sales prices in Lodi have made home purchase more affordable to low- and moderate-income households. The median sales price for homes in Lodi in 2010 was \$136,737. Despite falling sales prices in Lodi and San Joaquin County, home prices and rents are still high enough to make it difficult for extremely low-income households to locate an affordable unit.

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.

The City has updated its General Plan Housing Element and completed an Analysis of Impediments to Fair Housing Choice. The Housing Element will be considered by the Planning Commission in September 2011 and by the City Council in October 2011.

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 in locating resources for funding affordable housing. Building and housing codes are implemented to ensure the safety of the community (housing residents,

2010-2011 CAPER

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 (HAC SJ). The City works with HAC SJ to ensure the continued quality of public housing in the City.

Lead-Based Paint

The City did not conduct any activities for which lead-based paint clearance was necessary in 2010-11.

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.

2010-2011 CAPER

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 kitchen renovation 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

2010-2011 CAPER

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?

2010-11 was Lodi's second year as a CDBG entitlement jurisdiction; however the City had several years of experience operating a CDBG program under the Urban County. As of July 2011, the City had expended 72 percent of its first-year allocation and 38 percent of its second-year allocation. Projects are underway to expend the remaining funds for both years. The City worked with four non-profit service providers on public service and facility projects benefiting low- and moderate-income households and seniors. The City also conducted services and facility improvements in the target areas.

Are grant disbursements timely?

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

The City of Lodi is compliant with this regulation with a timeliness ratio of .86 at the end of the fiscal year. Staff has implemented a system to draw funds shortly after the costs are paid or incurred, and continues to meet with City Departments monthly to ensure that CDBG-funded projects and activities are on track.

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. Other goals in the five-year Consolidated Plan that will need continued effort include rehabilitation of residential areas on Lodi's Eastside and programs targeted at economic development.

2010-2011 CAPER

Are any activities or types of activities falling behind schedule?

The Activity Summaries section, beginning on page 2, provides a description of each activity planned in 2010-11 and its actual accomplishments during the year. All planned projects were started during the fiscal year. Phase I of the alley drainage project started later than anticipated due to engineering delays, but completed during the 2010-11 year. Phase II is underway as of the date of this report.

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

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.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE 2010-11 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); A SEPARATION AGREEMENT WITH SAN JOAQUIN COUNTY; AND AN AMENDMENT OF THE 2011-12 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE 2010-11 PROGRAM YEAR AND TRANSFERRED CDBG FUNDS FROM SAN JOAQUIN COUNTY THROUGH THE SEPARATION AGREEMENT

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) funding as an entitlement community; and

WHEREAS, the 2010-11 CAPER describes the programs and activities accomplished during that program year, in which the City received \$810,608 in federal CDBG funds; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory 15-day public comment period, a public hearing at the City Council meeting of September 7, 2011, to receive comments on the draft CAPER; and

WHEREAS, the City of Lodi elected to separate from the Urban County in 2009 in order to receive CDBG funding as an Entitlement Community directly from HUD; and

WHEREAS, a Separation Agreement is required to be executed between San Joaquin County and the City of Lodi and forwarded to HUD for that agency's review and approval in order to finalize that separation; and

WHEREAS, through that Separation Agreement, we have identified unused Urban County CDBG funds that will need to be transferred from the HUD line of credit for San Joaquin County to the HUD line of credit for the City of Lodi Entitlement. HUD requires that funds transferred through the Separation Agreement be designated to new or existing 2011-12 projects, thereby requiring an amendment to the Action Plan; and

WHEREAS, the 2010-11 Action Plan was adopted on April 20, 2011 and approved by the U.S. Department of Housing and Urban Development (HUD) in June 2011; and

WHEREAS, in the course of preparing the CAPER, the City has identified the following five projects that have a total of \$35,577.59 in CDBG funding available for reallocation:

Project 09-07	LOEL Kitchen Project	\$ 4,821.85
Project 10-03	Housing Authority HVAC	\$ 9,432.20
Project 10-06	Graffiti Abatement	\$15,869.57
Project 10-08	Fair Housing	\$ 520.64
Project 10-09	Spay/Neuter Program	\$ 4,933.33

WHEREAS, in the course of preparing the Separation Agreement, the City and San Joaquin County have identified the following twelve projects that have a total of \$358,628.82 in Urban County CDBG funding available for reallocation:

Project 06-12	Economic Development – Job Creation	\$139,425.00
Project 06-16	Tienda Drive Senior Housing	\$ 77,692.89
Project 07-03	Grape Bowl ADA Access Improvements	\$101,639.75
Project 08-01	Blakely Park North Pool Deck	\$ 5,997.94

Project 08-03	Elm Street Demolition	\$ 610.28
Project 08-05	Salvation Army Freezer/Cooler	\$ 1,948.98
Project 08-06	Salvation Army – Hope Ave. Improvements	\$ 40.53
Project 08-09	LOEL Center Kitchen Renovation	\$ 0.60
Project 08-10	Administration	\$ 1,413.65
Project 08-16	Library Restroom Improvements	\$ 35.19
Project 08-18	Hale Park Surface Renovation	\$ 0.01
Project 08-20	Blakely Park Swing Area Renovation	\$ 29,824.00

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

Project 11-02	(Existing) ADA Accessibility Improvements	\$100,000.00
Project 11-10	(New) Tienda Drive Senior Housing Project	\$ 78,000.00
Project 11-11	(New) Alley Drainage Improvements	\$180,000.00
Project 11-12	(New) Housing Rehabilitation Program	\$100,628.82

WHEREAS, the reallocation of funds requires an amendment of the 2011-12 Action Plan; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory 30 day public comment period, a public hearing at the City Council meeting of September 7, 2011, 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 2010-11 CAPER that is to be submitted to HUD by September 30, 2011; and

BE IT FURTHER RESOLVED that the City Council does also approve the Separation Agreement with San Joaquin County, and authorizes the City Manager to execute the Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does also approve the amendment of the 2011-12 Action Plan to accommodate the aforementioned reallocations.

Dated: September 7, 2011

=====

I hereby certify that Resolution No. 2011-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2010, by the following vote:

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

RANDI JOHL
 City Clerk

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE 2010-11
CDBG CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER)

PUBLISH (DATES): August 6, 2011

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community
Development Dept.

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

DATE: August 3, 2011

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE 2010-11 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, September 7, 2011 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). The 2010-11 CAPER describes the programs and activities accomplished during that program year, in which the City received \$810,608 in federal CDBG funds.

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 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 begins August 24, 2011 and will end September 7, 2011. The City Council will consider adoption of the CAPER and provide an opportunity for public comment at their September 7, 2011 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.

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 6, 2011



DECLARATION OF POSTING

**PUBLIC HEARING TO CONSIDER AND APPROVE THE 2010/11
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT; A SEPARATION AGREEMENT WITH
SAN JOAQUIN COUNTY; AND AN AMENDMENT OF THE 2011/12 ACTION PLAN TO
ACCOMMODATE THE REALLOCATION OF UNUSED CDBG FUNDS FROM THE
2010/11 PROGRAM YEAR AND TRANSFERRED CDBG FUNDS FROM SAN
JOAQUIN COUNTY THROUGH THE SEPARATION AGREEMENT**

On ~~Thursday~~ ^{Monday} August ~~18~~ ²², 2011, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider and approve the 2010/11 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a separation agreement with San Joaquin County; and an Amendment of the 2011/12 Action Plan to accommodate the reallocation of unused CDBG funds from the 2010/11 program year and transferred CDBG funds from San Joaquin County through the separation agreement (attached and marked as Exhibit A) was posted at the following locations:

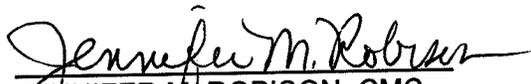
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

Executed on August ~~18~~ ²², 2011, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


**JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK**

**MARIA BECERRA
ADMINISTRATIVE CLERK**



DECLARATION OF MAILING

**PUBLIC HEARING TO CONSIDER AND APPROVE THE 2010/11
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT; A SEPARATION AGREEMENT WITH SAN
JOAQUIN COUNTY; AND AN AMENDMENT OF THE 2011/12 ACTION PLAN TO
ACCOMMODATE THE REALLOCATION OF UNUSED CDBG FUNDS FROM THE 2010/11
PROGRAM YEAR AND TRANSFERRED CDBG FUNDS FROM SAN JOAQUIN COUNTY
THROUGH THE SEPARATION AGREEMENT**

Monday
On ~~Thursday~~ ²² August 18, 2011, in the City of Lodi, San Joaquin County, California, I deposited
mw in the United States mail, envelopes with first-class postage prepaid thereon, containing a
Notice of public hearing to consider and approve the 2010/11 Community Development Block
Grant (CDBG) Consolidated Annual Performance and Evaluation Report; a separation
agreement with San Joaquin County; and an amendment of the 2011/12 Action Plan to
accommodate the reallocation of unused CDBG funds from the 2010/11 program year and
transferred CDBG funds from San Joaquin County through the separation agreement, 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 ²² 18, 2011, at Lodi, California.

mw

ORDERED BY:

**RANDI JOHL
CITY CLERK, CITY OF LODI**

Jennifer M. Robison
**JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK**

**MARIA BECERRA
ADMINISTRATIVE CLERK**



**THE CITY OF LODI
COMMUNITY DEVELOPMENT DEPARTMENT
Notice of Public Hearing for Discussion of the Community Development
Block Grant Program**

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, September 7, 2011 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). The 2010-11 CAPER describes the programs and activities accomplished during that program year, in which the City received \$810,608 in federal CDBG funds.

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 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 begins August 24, 2011 and will end September 7, 2011. The City Council will consider adoption of the CAPER and provide an opportunity for public comment at their September 7, 2011 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.

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.

**Notice of Public Hearing for Discussion of the Community Development
Block Grant Program**

Mailing List

**LOEL Center
105 S. Washington Street
Lodi, CA 95240**

**Second Harvest Food Bank
704 E. Industrial Park Drive
Manteca, CA 95337**

**Emergency Food Bank
7 W. Scotts Avenue
Stockton, CA 95203**

**Sunhouse
P. O. Box 348
Lodi, CA 95241-0348**

**Lodi Cat Connection
P. O. Box 160
Lodi, CA 95241-0160**

**City of Lodi Parks & Recreation
125 N. Stockton Street
Lodi, CA 95240**

**Senior Service Agency of SJC
224 S. Sutter Street
Stockton, CA 95201-0045**

**Salvation Army
525 W. Lockeford Street
Lodi, CA 95240**

**Jake McGregor, Executive Director
One-Eighty Teen Center
17 W. Lockeford Street
Lodi, CA 95240**

**Community Partnership for Families of SJC
P. O. Box 1569
Stockton, CA 95201-1569**

**Lodi Boy's & Girls Club, Inc.
P. O. Box 244
Lodi, CA 95241**

**Sandra Johnson
Assistive Technology Advocate
Disability Resource Agency for Independent Living (DRAIL)
4555 Precissi Lane Suite 2
Stockton, CA 95207
Voice: (209) 477-8143
Website: <http://www.drail.org>
Email: Sandra@drail.org**



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Re-Post for Vacancies on the Personnel Board of Review

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to re-post for vacancies on the Personnel Board of Review.

BACKGROUND INFORMATION: Subsequent to the vacancies on the Personnel Board of Review being posted, the Lodi Municipal Code was amended to allow applicants to be registered voters of the San Joaquin County, instead of the City of Lodi. In light of this change, it is appropriate to re-post for the five vacancies for an additional 30-day period to allow others, who may not have previously qualified, the opportunity to now apply. (NOTE: Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.)

Personnel Board of Review

- Term to expire January 1, 2014
- Term to expire January 1, 2014
- Term to expire January 1, 2014
- Term to expire January 1, 2015
- Term to expire January 1, 2015

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Appointments to the Greater Lodi Area Youth Commission ~ Student Appointees
MEETING DATE: September 7, 2011
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Greater Lodi Area Youth Commission ~ Student Appointees.

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post for the expiring terms and vacancies on the Greater Lodi Area Youth Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

Greater Lodi Area Youth Commission

Student Appointees:

Kinsey Green	Term to expire May 31, 2013
Lauren Youngsma	Term to expire May 31, 2013

NOTE: Seven applicants (six new applications, and one application on file); posting ordered 3/2/11 & 6/15/11; application deadline 7/11/11

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1847 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.175, 'Schedule ECA – Energy Cost Adjustment'"

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1847.

BACKGROUND INFORMATION: Ordinance No. 1847 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.175, 'Schedule ECA – Energy Cost Adjustment,'" was introduced at the regular City Council meeting of August 17, 2011.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1847

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL
SERVICE – BY REPEALING AND REENACTING SECTION
13.20.175, “SCHEDULE ECA – ENERGY COST
ADJUSTMENT”

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.175, “Schedule ECA – Energy Cost Adjustment,” is hereby repealed and reenacted to read as follows:

APPLICABILITY:

This schedule is applicable to all electric customers served by the City of Lodi. Each customer shall pay the applicable rate plus an Energy Cost Adjustment (ECA) for each kilowatt-hour (kWh) delivered to the customer. The adjustment shall be the product of the total kilowatt-hours (kWh) for which the bill is rendered times the ECA amount per kWh.

The purpose of the ECA is to adjust for increases/decreases to the City of Lodi's wholesale energy costs. This adjustment provides a mechanism to recover increased costs for wholesale energy or to lower collections when costs decrease below the base charge level.

RATES:

Effective July 6, 2007, the ECA billing factor for any given month shall be calculated as follows:

$$ECA = \frac{(a) + (b) - (c)(d+f) - (f)}{(e)}$$

Where:

- (a) equals the amount the City of Lodi is actually charged by the Northern California Power Agency for the billing month, including adjustments for prior billing periods, less any third party revenue credits.
- (b) equals the City of Lodi's estimated costs related to the acquisition of wholesale power, both financial and physical, procured directly by the City for the billing month, including adjustments for prior billing periods.
- (c) equals the difference between actual retail energy sales and projected sales levels for the month which is two (2) months prior to the billing month.
- (d) equals the ECA billing factor for the month which is two (2) months prior to the billing month.
- (e) equals the forecast of projected retail energy sales for the billing month.
- (f) equals the baseline energy cost for the City of \$0.0831.

The City of Lodi will recalculate the ECA each month, and resulting amount shall be automatically implemented for bills rendered during the following billing month. The ECA shall not be discounted.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 6. The amended Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after November 1, 2011, or the first date allowable under State law.

Approved this 7th day of September, 2011

BOB JOHNSON
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1847 was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 7, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1847 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1848 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.200, 'Schedule ED – Residential SHARE Program Service'"

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1848.

BACKGROUND INFORMATION: Ordinance No. 1848 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.200, 'Schedule ED – Residential SHARE Program Service,'" was introduced at the regular City Council meeting of August 17, 2011.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1848

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL SERVICE – BY REPEALING AND REENACTING SECTION 13.20.200, “SCHEDULE ED-RESIDENTIAL SHARE PROGRAM SERVICE”

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.200, “Schedule ED – Residential SHARE Program Service,” is hereby repealed and reenacted to read as follows:

APPLICABILITY:

Applicable to domestic service in single-family and multi-family dwellings separately metered by the City of Lodi where the customer meets all the Special Conditions of this rate schedule including those on discontinued All Electric SHARE rate schedule, EF.

RATES:

Customers under this schedule will have bills computed using the EA rate schedule less a 30% discount.

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of Minimum Charge and ECA or the sum of the Energy Charge and the ECA.

SPECIAL CONDITIONS:

- (a) When a business or commercial establishment is conducted in conjunction with a residence and both are measured through one meter, this rate does not apply.
- (b) This rate does not apply to service used for common area and facilities in multi-family dwellings.
- (c) Single Household Alternative Rate for Energy (SHARE) Eligibility: To be eligible to receive SHARE an applicant must complete an application and qualify based on the income eligibility criteria for State of California Low Income Home Energy Assistance Program.
- (d) Completed applications must be submitted to the City of Lodi Finance Department. The City of Lodi Finance Department shall certify the eligibility of all applicants.
- (e) All applicants will be required to certify income eligibility for the SHARE program. Customers must sign a statement upon application indicating that the City of Lodi may verify the Customer’s eligibility at any time. If verification established that the Customer is ineligible, the Customer will be removed from the program and the City of Lodi may render corrective billings.
- (f) An additional discount is available as described in Schedule MR, Residential Medical Discount.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide

a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 6. The amended Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after November 1, 2011, or the first date allowable under State law.

Approved this 7th day of September, 2011

BOB JOHNSON
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1848 was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 7, 2011, by the following vote:

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

I further certify that Ordinance No. 1848 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1849 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 2 – Administration and Personnel – Chapter 2.12, ‘City Manager,’ by Repealing and Reenacting Section 2.12.060(T) Relating to Contract Authority of the City Manager; and Further Amending Lodi Municipal Code Title 3 – Revenue and Finance – by Repealing and Reenacting Chapter 3.20 in Its Entirety Relating to the Purchasing System”

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1849.

BACKGROUND INFORMATION: Ordinance No. 1849 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 2 – Administration and Personnel – Chapter 2.12, ‘City Manager,’ by Repealing and Reenacting Section 2.12.060(T) Relating to Contract Authority of the City Manager; and Further Amending Lodi Municipal Code Title 3 – Revenue and Finance – by Repealing and Reenacting Chapter 3.20 in Its Entirety Relating to the Purchasing System,” was introduced at the regular City Council meeting of August 17, 2011.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1849

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING LODI MUNICIPAL CODE TITLE 2 – ADMINISTRATION AND
PERSONNEL – CHAPTER 2.12, “CITY MANAGER,” BY REPEALING AND
REENACTING SECTION 2.12.060(T) RELATING TO CONTRACT
AUTHORITY OF THE CITY MANAGER; AND FURTHER AMENDING LODI
MUNICIPAL CODE TITLE 3 – REVENUE AND FINANCE – BY REPEALING
AND REENACTING CHAPTER 3.20 IN ITS ENTIRETY RELATING TO THE
PURCHASING SYSTEM

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Title 2 – Administration and Personnel – Chapter 2.12, “City Manager,” is hereby amended by repealing and reenacting Section 2.12.060(T) relating to contract authority of the City Manager and shall read as follows:

2.12.060 (T) Contracts: To execute on behalf of the City, without City Council approval, contracts, as defined in Lodi Municipal Code 3.20.015, in the amount of twenty thousand dollars or less, and to delegate authority to subordinate officers and employees to execute contracts without city council or city manager approval contracts in the amount of fifteen thousand or less to the Public Works Director or designee, fifteen thousand or less to the Electric Utility Director or designee and ten thousand dollars or less to all other directors or designees. Nothing in this section shall allow departure from the other purchasing requirements of Chapter 3.20 of this Code. For contracts of not less than ten thousand nor greater than twenty thousand the City Manager shall quarterly prepare for the city council a report which includes a list of the contracts into which the city has entered during the previous three months. No contract shall be split into smaller segments to avoid the provisions of this subsection. (Government Code § 4526, Public Contract Code § 10359)

Section 2. Lodi Municipal Code Title 3 – Revenue and Finance – Chapter 3.20, “Purchasing System,” is hereby repealed and reenacted in its entirety, and shall read as follows:

Sections:

- 3.20.010 Purpose
- 3.20.015 Definitions
- 3.20.020 Purchasing Officer - Established
- 3.20.030 Purchasing Officer - Powers
- 3.20.040 Delegation of Purchasing Authority
- 3.20.045 State and Local Agency Contracts
- 3.20.060 Requisitions
- 3.20.070 Bidding
- 3.20.075 Professional/Technical Services Contracts
- 3.20.076 Contract Authority
- 3.20.077 Electronic Hardware and Software
- 3.20.080 Purchase Orders
- 3.20.085 Professional Services Agreements
- 3.20.090 Use of Unencumbered Funds Required
- 3.20.095 State and Federal Grants
- 3.20.100 Formal Contract Procedure
- 3.20.105 Public Works Projects
- 3.20.110 Open Market Procedure
- 3.20.115 Split Transactions

- 3.20.120 Inspection and Testing of Purchases
- 3.20.130 Vehicle Purchases and Disposition Exemption
- 3.20.135 Procurement Cards
- 3.20.140 Restrictions
- 3.20.150 Penalty for violation

3.20.010 Purpose

In order to establish efficient procedures for the purchase of supplies, services, and equipment, to secure for the City supplies, services, and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases, the City's purchasing system is set forth in this Chapter.

3.20.015 Definitions

As used in this Chapter the following terms shall have the following respective meanings:

- A. "Best Value" is associated with determining the greatest worth and benefit to the City based on a number of factors, including
 - 1) Cost;
 - 2) Quality of the product or service;
 - 3) Delivery lead time;
 - 4) Ability of the manufacturer or contractor to provide services, supplies, or equipment as required, and parts, repairs, maintenance and support after the sale;
 - 5) The character, integrity, reputation, judgment, and experience of the manufacturer, contractor, or supplier.
- B. "Bid" may mean a competitive sealed (formal) bid processed in accordance with §3.20.100, or an informal bid processed in accordance with §3.20.110 herein.
- C. "Contract" means a written or oral agreement to expend money on a product or service including but not limited to purchase orders, formal contracts, invoices, and oral orders.
- D. "Department" or "Using Department" means any of the departments of the city government.
- E. "Emergency" shall mean an unforeseen circumstance or combination of circumstances calling for immediate action to procure materials, supplies, equipment, or services in order to make repairs, safeguard lives or property, or maintain public health or welfare, as a result of extraordinary conditions created by war, disease, weather, fire, or other catastrophic or unforeseen occurrence, or imminent or actual failure of any plant, equipment, structure, street, or public work.
- F. "Equipment" shall mean items of property which are maintained on inventory as fixed assets. These items are durable and have a fixed, predetermined life expectancy.
- G. "Professional services," as used in this section, shall mean all services which (1) are of an advisory nature, (2) provide a recommended course of action or personal expertise, or (3) have an end product which is basically a transmittal of information either written or verbal and which is related to the governmental functions of city administration and management and city program management or innovation, and which are obtained by awarding a services contract, a grant, or any other payment of funds for services of the above type. In general, "Professional services" are provided by qualified professionals in such disciplines as accounting, architectural, engineering, environmental, financial, legal, and medical fields.
- H. "Professional Services Agreement" means the agreement entered into between the service provider and the City for services, as opposed to goods and materials, in a form created by the City Attorney.
- I. "Public Project" shall mean a project for the erection, improvement, painting, or repair of public buildings and works; work in or about streams, rivers, lakes, or embankments for protection against overflow; street, sewer, water, and electrical distribution system work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers. (Public Contract Code § 20161)

- J. "Purchases" shall mean legal transactions (including lease and rental) by which the City acquires supplies, equipment, materials, and contractual services.
- K. "Purchasing Authority" shall mean any department head authorized to purchase or otherwise enter into contracts for the City under provisions of Part 3.20.040 herein.
- L. "Procurement Cards" shall mean bank issued credit cards assigned to positions specified by resolution of the City Council.
- M. "Responsible Bid" shall mean an offer, submitted by a responsible bidder to furnish supplies, equipment, materials, or services in conformity with the bid instructions, specifications, delivery terms and conditions, and other requirements contained in the Invitation for Bids.
- N. "Responsible Bidder" shall mean a bidder who is financially responsible and has the resources, judgment, skill, ability, capacity, integrity, and reliability required and necessary to perform the requirements set forth in the bids, and which will assure good faith performance.
- O. "Responsive Bid" is a bid that conforms in all material respects to the Invitation for Bids.
- P. "Services" shall mean the furnishing of labor, time, or effort performed by specially trained and experienced persons, firms, or corporations rendering professional work and advice in such disciplines as the maintenance or repair of buildings or grounds, equipment or machinery, or other City-owned or operated property. Such term shall not include services rendered by city officers or employees, nor professional or technical services as defined elsewhere in this section.
- Q. "Shall" denotes the imperative.
- R. "Supplies" shall mean property, including but not limited to materials, required to perform a department's routine functions.
- S. "Technical Services" shall mean design, installation, diagnostic or repair services for electrical, electronic, data/telecommunications, mechanical, and/or control systems and their components. These services are distinguished from general repair and maintenance services by their requirements for technical training and/or professional certification.

3.20.020 Purchasing Officer - Established

There is established the position of Purchasing Officer. The Purchasing Officer shall be appointed by the City Manager, and shall be the head and have general oversight of the purchasing functions of the City. The duties of the Purchasing Officer may be combined with those of any other office or position.

3.20.030 Purchasing Officer - Powers

The Purchasing Officer shall have the responsibility and authority to:

- A. Purchase or contract for supplies, services, and equipment required by any city department in accordance with purchasing procedures prescribed by this Chapter, such administrative regulations as the Purchasing Officer shall adopt for the internal management and operation of the purchasing function of the City and such other rules and regulations as shall be prescribed by the City Council or City Manager;
- B. Negotiate and recommend execution of contracts for the purchase of supplies, services, and equipment;
- C. Act to procure for the city the needed quantity and quality in supplies, services, and equipment at least expense to the City;
- D. Discourage uniform bidding (wherein bidders conspire to submit the same cost for a given job or tangible item), and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare rules governing the purchase of supplies, services and equipment for the City;
- F. Prepare and recommend to the City Council revisions and amendments to this Chapter;
- G. Keep informed of current developments in the field of purchasing, prices, market conditions, and new products;
- H. Prescribe and maintain such forms as reasonably necessary to the operation of this Chapter and other rules and regulations;
- I. Oversee the inspection of all supplies, services, and equipment purchased to insure conformance with specifications;

J. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department or which may become unsuitable for city use;

K. Maintain a bidders' list, vendors catalog file, and records necessary for the efficient operation of the purchasing function.

L. The foregoing responsibilities and authorities may be delegated by the Purchasing Officer to departmental Purchasing Authorities (as defined herein) under this purchasing policy.

3.20.040 Delegation of Purchasing Authority

The City Manager, in accordance with Lodi Municipal Code Section 2.12.060(T), may authorize in writing any department head (hereinafter "Purchasing Authority") to purchase or contract for, or to delegate to qualified staff members the authority to purchase or contract for specified supplies, services, and equipment independently; but shall require that such purchases or contracts be made in conformity with the procedures established by this Chapter, and shall further require periodic reports from the department on the purchases and contracts made under such written authorization.

3.20.045 State and Local Agency Contracts

The bidding process described in this Chapter may be waived when advantageous for the City and authorized by the City Manager for purchase of supplies, equipment, or contractual services awarded in accordance with formally adopted bidding or negotiation procedures approved by the governing boards of other California public agencies. Purchases or contracts in excess of twenty thousand dollars (\$20,000) shall require the approval of the City Council.

3.20.060 Requisitions

City departments shall submit requests for supplies, services, and equipment to the purchasing officer, or designee, electronically or by standard requisition forms, for the purposes and within the limits of funds appropriated therefore.

3.20.070 Bidding

Purchases of supplies, services, equipment and the sale of personal property shall be by bid procedures pursuant to Sections 3.20.100 and 3.20.110. Bidding shall be dispensed with only (1) bid in cases of emergency as defined in this Chapter, and therefore requires that an order be placed with the best available source of service or supply, (2) when the amount involved is less than two thousand five hundred dollars (\$2,500) (but competitive quotes shall be obtained if it is in the City's best interest to do so), (3) when the commodity can be obtained from only one vendor, due to (a) product standardization by resolution of the City Council, or (b) need for branded replacement parts or supplies for equipment of like brand; (4) when professional or technical requirements preclude competitive bidding, pursuant to Part 3.20.075 of this Section, or (5) when the City Council determines that the purchase or method of purchase would be in the best interests of the city.

3.20.075 Professional/Technical Services Contracts

The following professional services contracts are specifically exempt from the advertising and bidding requirements of Section 3.20.070:

Contracts for

(1) legal defense, legal advice, or legal services;

(2) architectural and engineering services, including, but not limited to construction management, aerial photography, laboratory, and material testing services;

(3) accounting and financial services;

- (4) real estate appraisals;
- (5) transportation services consultants;
- (6) safety, environmental, or hazardous material consultants;
- (7) workshops, seminars, and conferences;
- (8) computer consulting services.

Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance, and negotiated prices.

3.20.076 Contract Authority

The City Manager shall have the contracting authority set forth in Chapter 2.12.060(T) of this Code.

3.20.077 Electronic Hardware and Software

Acquisition of electronic hardware and software shall be by negotiation, requests for proposal, or competitive bids, and award shall be based on 'best value' criteria as established by Section 3.20.15, under direction of the Information Systems Manager, and set forth in the terms of the negotiation, Request for Proposals, or bid. Alternatively, purchase of electronic hardware and software may be made in accordance with Section 3.20.045. Electronic software purchases shall also be made in accordance with the City of Lodi Administrative Policies – Information Systems – Section 5 Software Selection and Acquisition.

3.20.080 Purchase orders

Purchases of supplies and equipment in an amount of two thousand five hundred dollars (\$2,500) or more shall be made only by written contract or by purchase orders. Purchase orders should not be used to procure services, except as noted in Section 3.20.085.

3.20.085 Professional Services Agreements

Services, as opposed to goods or materials, shall be procured using a Professional Services Agreement as created, and revised as needed, by the City Attorney. Purchase orders, with the appropriate terms, conditions and insurance requirements, may be used in lieu of a Professional Services Agreement when the nature of the service is that of a one-time service. On-going, recurring services shall be procured using a Professional Services Agreement.

3.20.090 Use of unencumbered funds required

Except in cases of emergency, the purchasing officer or purchasing authority shall not issue any purchase order or otherwise contract for supplies, services or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

3.20.095 State and Federal Grants

Where a procurement involves the expenditure of state or federal grant funds the procurement process shall comply with such state or federal laws and authorized regulations which are mandatorily applicable and which are not presently reflected in this code.

3.20.100 Formal contract procedure

Purchases of supplies, equipment, contractual services, public projects, and sales of personal property of an estimated value greater than twenty thousand dollars (\$20,000) shall follow the formal contract procedure:

A. Specifications and plans shall be subject to review and approval by the City Council prior to the solicitation of bids.

B. The advertisement for bids will be conducted as provided for in the Government Code.

C. Notice Inviting Bids. Notice inviting bids shall include a general description of the articles to be purchased or sold, or work to be performed, and shall state where bid forms and specifications may be secured and the time and place for opening of bids.

1. Published Notice. Notice inviting bids shall be published at least ten (10) calendar days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.

2. Bidders' List. The Purchasing Officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list.

3. Internet Posting. The Purchasing Officer may also advertise pending bids for purchases or sales on the city's web page.

D. Bidder's Security. When required by law or deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to the return of their bid security; except that a successful bidder shall forfeit all or part of his or her bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. Thereafter, if the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

E. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the notice inviting bids. A tabulation of all bids received shall be available for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

F. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and, if it is in the city's best interest to do so, readvertise for bids.

G. Award of Contracts. After evaluation of bids, contract shall be awarded by the city council to the lowest responsible bidder except as otherwise provided in this chapter. In determining the lowest responsible bid, considerations shall include but not be limited to such factors as (1) whether any portion of the state sales tax payable on the article which is the subject of the bid will be rebated to the city by reason of awarding such contract to a person or firm domiciled within the city, (2) total life-cycle costs, and/or (3) residual value.

H. Tie Bids. If two or more bids received are for the same total amount or unit price, with quality, service and factors considered in Section 3.20.100 (E), above, being equal and if the public interest will not permit the delay of readvertising for bids, the city council may accept the lowest bid determined by toss of a coin performed at a time as soon after the bid opening as is possible.

I. Performance Bond. The City Council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the bidding documents.

3.20.105 Public Works Projects

Public Works Projects in excess of five thousand dollars (\$5,000) shall be bid pursuant to the procedures of the Public Contract Code Public Contracts Code Section 20162). Public Works Projects under twenty thousand dollars (\$20,000) may be advertised for and contracted by staff as authorized under this Chapter. Public Works Contracts over twenty thousand dollars (\$20,000) shall be approved by Council. Public Works Project bid disputes, rejections and other exceptions shall be agendized for Council action regardless of contract value.

3.20.110 Open market procedure

Purchases of supplies, equipment, contractual services and sales of personal property of an estimated value in the amount of twenty thousand dollars (\$20,000) or less may be made in the open market without observing the Formal Contract procedure prescribed by Section 3.20.100.

A. Minimum Number of Informal Bids or Quotations. Open market purchases shall, wherever possible, be based on at least three informal bids or quotations, and shall be awarded to the lowest responsible bidder.

B. Request for Quotations. The Purchasing Officer or purchasing authority shall solicit informal written bids or quotations from prospective vendors by written request, by telephone or by electronic data interchange. Quotations or informal bids shall be in writing for amounts greater than two thousand five hundred dollars (\$2,500).

C. Quotations and written informal bids shall be submitted to the requestor, who shall keep a record of all quotations, bids, and open market orders for a period of one year after the submission of quotations or the placing of orders. This record, while so kept, shall be open to public inspection.

D. The Purchasing Officer or purchasing authority may reject any and all informal bids, offers and quotations when, in his or her discretion, it shall be in the best interest of the City to do so.

3.20.115 Split Transactions

No person shall willfully split a single transaction into two or more transactions for the purposes of evading the bidding requirements of this section. (Public Contract Code § 10329, 20163)

3.20.120 Inspection and testing of purchases

The Purchasing Officer or purchasing authority shall assure the inspection of supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications. (Prior code § 2-66)

3.20.130 Vehicle purchases and disposition exemption

The purchase and disposition of fleet vehicles and other specific equipment governed by the City's Fleet Policies and Procedures, as adopted by resolution of the city council, is exempt from the provisions of this Chapter

3.20.135 Procurement Cards

The City Council shall select a vendor to provide Procurement Cards for use by city staff. Purchases in accordance with this policy shall be authorized to be paid for with such cards. The City Council shall approve issuance of Procurement Cards to specified staff positions by resolution for the efficient operations of the City. Authorized limits for individual and aggregate transactions shall be in accordance with the transaction and contract limits set forth in this chapter. The Purchasing Officer shall be responsible for preparing rules and procedures governing the use of Procurement Cards.

3.20.140 Restrictions

If any department purchases or contracts for any supplies, equipment or contractual services made contrary to the provisions of this Chapter, the purchase or contract shall be void and of no effect. The head of the department making the purchase transaction shall be personally liable for the amount of the purchase or contract, or, if already paid for out of city funds, the amount thereof may be recovered in the name of the city in appropriate action therefore.

3.20.150 Penalty for violation

Any person who violates, or permits a violation of this chapter is guilty of an infraction which may be punishable as provided in Chapter 1.08 of this Code.

Section 3 - 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 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 7th day of September, 2011.

Attest:

RANDI JOHL
City Clerk

BOB JOHNSON
Mayor

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1849 was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 7, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1849 was approved and signed by the Mayor of the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk
Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1850 Entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Reenacting Section 13.12.460(L); and Further Repealing and Reenacting Section 13.12.565 Relating to Sewer Service”

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1850.

BACKGROUND INFORMATION: Ordinance No. 1850 entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Reenacting Section 13.12.460(L); and Further Repealing and Reenacting Section 13.12.565 Relating to Sewer Service,” was introduced at the regular City Council meeting of August 17, 2011.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR
Attachments

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1850

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE TITLE 13 – PUBLIC
SERVICES – BY REPEALING AND REENACTING
SECTION 13.12.460 (L); AND FURTHER REPEALING
AND REENACTING SECTION 13.12.565 RELATING TO
SEWER SERVICE

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Section 13.12.460 “L” is hereby repealed and reenacted to read as follows:

L. Requirements for "slug discharge" plans as required by 40 CFR 403.8(f)(2)(vi)(A)-(D).

Section 2. Lodi Municipal Code Section 13.12.565 is hereby repealed and reenacted to read as follows:

13.12.565 Notice of Potential Problems, Including Slug Loading, Regardless of Whether or Not a Discharge Violates the Terms of this Chapter.

All Industrial users shall notify the Water Services Manager or White Slough Water Pollution Control Facility personnel immediately of all discharges that could cause problems to the WSWPCF including slug discharge as defined by Lodi Municipal Code §13.12.020 (54).

Section 3 - 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 4 - 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 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. This ordinance shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 7th day of September, 2011.

BOB JOHNSON
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1850 was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 7, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1850 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1851 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 2.44 – Personnel System – by Repealing and Reenacting Section 2.44.090, 'Qualifications of Members,' Relating to an Applicant's Voter Registration"

MEETING DATE: September 7, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1851.

BACKGROUND INFORMATION: Ordinance No. 1851 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 2.44 – Personnel System – by Repealing and Reenacting Section 2.44.090, 'Qualifications of Members,' Relating to an Applicant's Voter Registration," was introduced at the regular City Council meeting of August 17, 2011.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING LODI MUNICIPAL CODE CHAPTER 2.44 – PERSONNEL
SYSTEM – BY REPEALING AND REENACTING SECTION 2.44.090,
"QUALIFICATIONS OF MEMBERS," RELATING TO AN APPLICANT'S
VOTER REGISTRATION

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Section 2.44.090, "Qualifications of Members," is hereby repealed and reenacted and shall read as follows:

2.44.090 QUALIFICATIONS OF MEMBERS

The members of the personnel board shall be qualified electors within the County and shall serve without compensation. No person shall be appointed to the board who holds any position with the city nor shall any member while a member of the board be eligible for appointment to any position with the city.

Section 2. 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. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 4. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 7th day of September, 2011.

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1851 was introduced at a regular meeting of the City Council of the City of Lodi held August 17, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 7, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1851 was approved and signed by the Mayor of the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney