



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: October 2, 2013

Time: Closed Session 6:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl-Olson, City Clerk**

**Telephone: (209) 333-6702**

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

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

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6
- b) Prospective Sale of Current Fire Station 2 Property Located at 705 East Lodi Avenue, Lodi, CA; the Negotiating Parties are Wayne Craig for J-C General Engineering, Inc.; and Michael Gums on Behalf of the Lloyd P. & Mildred J. Gums Family Trust, and Rad Bartlam for the City of Lodi; Price and Terms of the Sale are Under Negotiation; Government Code §54956.8

**C-3 Adjourn to Closed Session**

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

**C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll Call**

**B. Presentations**

- B-1 Domestic Violence Awareness Month Proclamation (CLK)
- B-2 Public Power Week Proclamation (EU)
- B-3 Fire Prevention Week Proclamation (FD)
- B-4 Lodi Fire Department Pink October Breast Cancer Awareness Month Fundraiser Proclamation (FD)

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

- C-1 Receive Register of Claims in the Amount of \$5,394,144.89 (FIN)
- C-2 Approve Minutes (CLK)
  - a) September 3, 10, 17, and 24, 2013 (Shirtsleeve Sessions)
  - b) September 4 and 18, 2013 (Regular Meetings)

- Res. C-3 Adopt Resolution Awarding Bid for the Purchase of Wood Utility Poles from Bridgewell Resources, of Tigard, Oregon (\$20,498.40) (EU)
- Res. C-4 Adopt Resolution Awarding Bid for the Purchase of Underground Cable from The Okonite Company, of San Ramon (\$133,876.80) (EU)
- Res. C-5 Adopt Resolution Awarding Bid for the Purchase of Fiber Optic Trailer from Midway Trailer, Inc., of Benton, Missouri (\$22,609.80) (EU)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System (\$87,000) (EU)
- Res. C-7 Adopt Resolution Extending White Slough Water Pollution Control Facility Agricultural Leases (PW)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$19,978) (PD)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2013 Edward Byrne Memorial Justice Assistance Grant (\$18,803) (PD)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Cancel the Annual Physical Contract with Co Occupational Medical Partners, Inc. (FD)
- Res. C-11 Adopt Resolution Approving Job Description and Salary Range for the Position of Utility Superintendent (CM)
- C-12 Set Public Hearing for October 16, 2013, to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2014 (CD)
- C-13 Set Public Hearing for November 6, 2013, to Consider Unmet Transit Needs in Lodi (PW)

**D. Comments by the Public on Non-Agenda Items**

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

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

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

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

**G. Public Hearings**

- Res. G-1 Public Hearing to Consider Adopting a Resolution Approving an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013/14 and the Reallocation of Unused Community Development Block Grant Funds from Previous Years and Appropriating Funds (\$109,346) (CD)
- G-2 Public Hearing to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

**H. Communications**

- H-1 Post for Vacancies on the Lodi Arts Commission and Lodi Improvement Committee (CLK)

**I. Regular Calendar**

Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 2.04 – City Council Meetings – by  
(Introduce) Repealing and Reenacting Sections 2.04.130, “Addressing the Council,” and 2.04.150,  
“Decorum,” in Their Entirety (CA)

**J. Ordinances** – None

**K. Adjournment**

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

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Randi Johl-Olson  
City Clerk



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Domestic Violence Awareness Month Proclamation

**MEETING DATE:** October 2, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Nakanishi to present proclamation proclaiming the month of October 2013 as “Domestic Violence Awareness Month” in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the month of October 2013 as “Domestic Violence Awareness Month” in the City of Lodi. Jennifer Jones, Shelter Director of Women’s Center-Youth & Family Services, will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl-Olson  
City Clerk

RJO/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Week of October 6-12, 2013 as “Public Power Week” in Lodi

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the week of October 6-12, 2013, as “Public Power Week” in Lodi.

**BACKGROUND INFORMATION:** This year will mark Public Power Week’s 27th anniversary as a country-wide program to celebrate the importance of public power to local citizens and other key public officials on local, state and national levels. This year’s theme is “Public Power: An American Tradition that Works.”

The City of Lodi Electric Utility’s mission is to be the premier local electric provider of choice, dedicated to high standards of service and competitive cost while serving the community in a customer-focused manner consistent with sound business, environmental and utility practices just as it has since 1910, the year when the utility was created to serve the citizens and businesses of Lodi.

The utility staff will be hosting its annual open house on October 16, 2013 to educate more than 400 elementary school students on electric safety, energy efficiency, renewable energy, and electric utility work. City Council members are always welcome at this event.

Electric Utility Director Elizabeth Kirkley will be present to accept the proclamation from Mayor Alan Nakanishi.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Kevin Bell, EU Rate Analyst

EAK/KB/lst

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Fire Prevention Week Proclamation

**MEETING DATE:** October 2, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Nakanishi present proclamation proclaiming the week of October 6 – 12, 2013, as “Fire Prevention Week” in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the week of October 6 – 12, 2013, as “Fire Prevention Week” in the City of Lodi. Fire Chief Larry Rooney will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl-Olson  
City Clerk

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Lodi Fire Department Pink October Breast Cancer Awareness Month Fundraiser Proclamation

**MEETING DATE:** October 2, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Nakanishi present a proclamation proclaiming the month of October 2013 as "Lodi Fire Department Pink October Breast Cancer Awareness Month" fundraiser in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the month of October 2013 as "Lodi Fire Department Pink October Breast Cancer Awareness Month" fundraiser in the City of Lodi. Firefighter Kris Graves will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl-Olson  
City Clerk

RJO/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through September 12, 2013, 2013 in the Total Amount of \$5,394,144.89.

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$5,394,144.89.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$5,394,144.89 Through 09/12/13. Also attached is Payroll in the amount of \$2,520,731.34.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

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Date - 09/04/13

As of Thursday	Fund	Name	Amount
08/29/13	00100	General Fund	1,400,749.10
	00123	Info Systems Replacement Fund	947.95
	00160	Electric Utility Fund	52,633.66
	00161	Utility Outlay Reserve Fund	7,427.00
	00164	Public Benefits Fund	13,200.36
	00166	Solar Surcharge Fund	7,000.00
	00170	Waste Water Utility Fund	89,717.00
	00171	Waste Wtr Util-Capital Outlay	243.76
	00173	IMF Wastewater Facilities	9,210.00
	00180	Water Utility Fund	47,857.48
	00181	Water Utility-Capital Outlay	1,140,168.99
	00210	Library Fund	4,733.14
	00236	LPD-OTS Grants	683.80
	00239	CalGRIP	21,237.07
	00260	Internal Service/Equip Maint	46,013.69
	00270	Employee Benefits	486,903.10
	00300	General Liabilities	49.95
	00310	Worker's Comp Insurance	26,915.21
	00320	Street Fund	3,168.40
	00321	Gas Tax-2105,2106,2107	26,073.79
	00322	Gas Tax -2103	50,554.34
	00325	Measure K Funds	226,824.01
	00329	TDA - Streets	3,749.99
	00330	RTIF County/COG	746.77
	00332	IMF(Regional) Streets	3,563.27
	00338	IMF-Regional Transportation	7,240.32
	00340	Comm Dev Special Rev Fund	1,081.12
	00347	Parks, Rec & Cultural Services	46,926.71
	00459	H U D	9,380.29
	00502	L&L Dist Z1-Almond Estates	134.78
	00503	L&L Dist Z2-Century Meadows I	103.68
	00506	L&L Dist Z5-Legacy I,II,Kirst	214.41
	00507	L&L Dist Z6-The Villas	511.36
	00509	L&L Dist Z8-Vintage Oaks	37.09
	00513	L&L Dist Z11-Tate Property	12.09
	00515	L&L Dist Z13	69.12
	00516	L&L Dist Z14-Luca Place	21.63
	00517	L&L Dist Z15-Guild Ave Indust.	69.12
	00518	L&L Dist Z16-W.Kettleman Comm.	38.40
	01211	Capital Outlay/General Fund	27,349.67
	01217	IMF Parks & Rec Facilities	57,839.44
	01250	Dial-a-Ride/Transportation	15,550.00
	01251	Transit Capital	6,141.03
	01410	Expendable Trust	7,895.54
			-----
Sum			3,850,987.63
	00185	PCE/TCE Rate Abatement Fund	3,224.60
	00190	Central Plume	5,937.20
			-----
Sum			9,161.80
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Accounts Payable  
Council Report

Page - 2  
Date - 09/04/13  
Amount

As of Fund  
Thursday

Name

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Total  
Sum

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3,860,149.43

Accounts Payable  
Council Report

Page  
Date  
Amount

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- 09/17/13

As of Thursday	Fund	Name	Amount
09/12/13	00100	General Fund	559,928.27
	00120	Vehicle Replacement Fund	13,616.26
	00123	Info Systems Replacement Fund	3,894.42
	00160	Electric Utility Fund	28,739.99
	00164	Public Benefits Fund	2,623.20
	00170	Waste Water Utility Fund	51,212.50
	00171	Waste Wtr Util-Capital Outlay	1,702.10
	00180	Water Utility Fund	68,015.85
	00181	Water Utility-Capital Outlay	36,512.80
	00210	Library Fund	3,260.63
	00234	Local Law Enforce Block Grant	29,279.96
	00235	LPD-Public Safety Prog AB 1913	59,460.49
	00239	CalGRIP	45.90
	00260	Internal Service/Equip Maint	40,105.03
	00270	Employee Benefits	13,923.30
	00321	Gas Tax-2105,2106,2107	20,841.46
	00322	Gas Tax -2103	150.04
	00325	Measure K Funds	56,389.53
	00330	RTIF County/COG	3,858.40
	00340	Comm Dev Special Rev Fund	138.77
	00347	Parks, Rec & Cultural Services	25,967.36
	00444	HUD-Federal Sustainable Comm	20,127.41
	00459	H U D	62,888.42
	01211	Capital Outlay/General Fund	90,170.06
	01212	Parks & Rec Capital	184,723.66
	01250	Dial-a-Ride/Transportation	137,456.67
	01251	Transit Capital	3,820.00
	01410	Expendable Trust	9,412.78
Sum			1,528,265.26
	00184	Water PCE-TCE-Settlements	378.00
	00190	Central Plume	5,352.20
Sum			5,730.20
Total Sum			1,533,995.46

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	08/18/13	00100	General Fund	701,561.48
		00160	Electric Utility Fund	133,277.91
		00161	Utility Outlay Reserve Fund	10,249.93
		00170	Waste Water Utility Fund	107,216.92
		00180	Water Utility Fund	14,146.09
		00210	Library Fund	41,357.34
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	1,080.50
		00260	Internal Service/Equip Maint	15,469.00
		00321	Gas Tax-2105,2106,2107	28,619.78
		00340	Comm Dev Special Rev Fund	23,736.78
		00347	Parks, Rec & Cultural Services	124,839.29
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
			Sum	1,210,250.90
Retiree	09/30/13	00100	General Fund	73,824.61
Pay Period Total:				
			Sum	73,824.61

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	09/01/13	00100	General Fund	733,732.21
		00160	Electric Utility Fund	138,908.94
		00161	Utility Outlay Reserve Fund	10,249.93
		00170	Waste Water Utility Fund	110,201.18
		00180	Water Utility Fund	15,001.48
		00210	Library Fund	28,136.33
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	864.40
		00260	Internal Service/Equip Maint	15,540.08
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	28,711.17
		00340	Comm Dev Special Rev Fund	23,152.86
		00347	Parks, Rec & Cultural Services	120,505.48
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
Sum				1,236,655.83



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) September 3, 2013 (Shirtsleeve Session)  
b) September 4, 2013 (Regular Meeting)  
c) September 10, 2013 (Shirtsleeve Session)  
d) September 17, 2013 (Shirtsleeve Session)  
e) September 18, 2013 (Regular Meeting)  
f) September 24, 2013 (Shirtsleeve Session)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) September 3, 2013 (Shirtsleeve Session)  
b) September 4, 2013 (Regular Meeting)  
c) September 10, 2013 (Shirtsleeve Session)  
d) September 17, 2013 (Shirtsleeve Session)  
e) September 18, 2013 (Regular Meeting)  
f) September 24, 2013 (Shirtsleeve Session)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl-Olson  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, SEPTEMBER 3, 2013**

The September 3, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, SEPTEMBER 4, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of September 4, 2013, was called to order by Mayor Nakanishi at 6:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:00 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of September 4, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 National Coaches Day Proclamation (CLK)

Mayor Nakanishi presented proclamation to coach Cindy Griffin in support of re-establishing October 6 as National Coaches Day, after which the Mayor presented a certificate to Madeline Woznick for bringing awareness to coaches and all they do for communities.

B-2 California Coastal Cleanup Day / National Pollution Prevention Week (PW)

Mayor Nakanishi presented proclamation to Kathy Grant, Watershed Education Coordinator, proclaiming September 21, 2013, as "California Coastal Cleanup Day" and September 16 - 21, 2013, as "National Pollution Prevention Week" in the City of Lodi.

B-3 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

Josh Baumbach and Andrew Moton, members of the Greater Lodi Area Youth Commission, provided an update to Council on the activities and accomplishments of the Commission.

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

Council Member Johnson made a motion, second by Council Member Mounce, to approve the following items hereinafter set forth 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 Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$2,802,206.67 (FIN)

Received Register of Claims in the amount of \$2,802,206.67.

C-2 Approve Minutes (CLK)

The minutes of August 20, 2013 (Shirtsleeve Session), August 21, 2013 (Regular Meeting), and August 27, 2013 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for DeBenedetti Park Masonry Wall Landscaping, 2160 West Century Boulevard (PW)

Approved the plans and specifications and authorized advertisement for bids for DeBenedetti Park Masonry Wall Landscaping, 2160 West Century Boulevard.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Kofu Park Parking Lot Improvements, 1145 South Ham Lane (PW)

Approved the plans and specifications and authorized advertisement for bids for Kofu Park Parking Lot Improvements, 1145 South Ham Lane.

C-5 Adopt Resolution Awarding Contract for Stockton Street Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$178,162.40), and Appropriating Funds (\$205,000) (PW)

Adopted Resolution No. 2013-159 awarding contract for Stockton Street Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$178,162.40, and appropriating funds in the amount of \$205,000.

- C-6 Adopt Resolution Accepting Improvements Under Contract for Reynolds Ranch Parkway Median Improvements Project and Appropriating Funds (\$29,846) (PW)

Adopted Resolution No. 2013-160 accepting improvements under contract for Reynolds Ranch Parkway Median Improvements Project and appropriating funds in the amount of \$29,846.

- C-7 Accept Improvements Under Contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street (PW)

Accepted the improvements under contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street.

- C-8 Accept Improvements Under Contract for Mills Avenue Overlay Project (PW)

Accepted the improvements under contract for Mills Avenue Overlay Project.

- C-9 Accept Improvements Under Contract for DeBenedetti Park Americans with Disabilities Act Access Improvement Project, 2150 South Lower Sacramento Road (PW)

Accepted the improvements under contract for DeBenedetti Park Americans with Disabilities Act Access Improvement Project, 2150 South Lower Sacramento Road.

- C-10 Accept Improvements Under Contract for 2013 Extruded Thermoplastic Traffic Stripes (PW)

Accepted the improvements under contract for 2013 Extruded Thermoplastic Traffic Stripes.

- C-11 Adopt Resolution Approving Task Order No. 4 with The Reed Group, Inc., of Sacramento, for Wastewater Utility Financial Planning and Rate Setting Services (\$25,000) and Appropriating Funds (\$35,000) (PW)

Adopted Resolution No. 2013-161 approving Task Order No. 4 with The Reed Group, Inc., of Sacramento, for wastewater utility financial planning and rate setting services in the amount of \$25,000 and appropriating funds in the amount of \$35,000.

- C-12 Adopt Resolution Authorizing the City Manager to Negotiate and Approve the Sole Source Purchase of a Fire Truck from the City of Lincoln, California, Including the Appropriation of Funds (FD)

Adopted Resolution No. 2013-162 authorizing the City Manager to negotiate and approve the sole source purchase of a fire truck from the City of Lincoln, California, including the appropriation of funds.

- C-13 Receive Report Regarding Communication Pertaining to Senate Bill 594 (Hill) (CLK)

Received report regarding communication pertaining to Senate Bill 594 (Hill).

- C-14 Set Public Hearing for October 2, 2013, to Consider and Approve an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013/14 and the Reallocation of Unused Community Development Block Grant Funds from Previous Years (CD)

Set public hearing for October 2, 2013, to consider and approve an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14

and the reallocation of unused Community Development Block Grant funds from previous years.

C-15 Set Public Hearing for October 2, 2013, to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

Set public hearing for October 2, 2013, to receive comments on and consider accepting City of Lodi's Report on Water Quality Relative to Public Health Goals.

C-16 Set Public Hearing for October 16, 2013, to Consider Resolution Approving Storm Drainage and Parks Impact Mitigation Fee Program Schedule of Fees (PW)

Set public hearing for October 16, 2013, to consider resolution approving storm drainage and parks Impact Mitigation Fee Program schedule of fees.

D. Comments by the Public on Non-Agenda Items  
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3l). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

None.

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

Council Member Johnson asked staff to research options associated with a trial, grant-funded program introduced in the City of Stockton whereby certain calls are responded to with two fire personnel in a SUV versus with a full fire engine roll out and the related cost savings.

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

City Manager Bartlam stated staff is looking into the program referred to by Council Member Johnson in his comments. Mr. Bartlam also wished Mayor Pro Tempore Katzakian a Happy Birthday on behalf of staff.

G. Public Hearings

G-1 Public Hearing to Consider Adopting a Resolution Approving the 2012/13 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider adopting a resolution approving the 2012/13 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the CDBG CAPER as set forth in the staff report.

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

Council Member Mounce made a motion, second by Council Member Johnson, to adopt

Resolution No. 2013-163 approving the 2012/13 Community Development Block Grant Consolidated Annual Performance and Evaluation Report.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications - None

I. Regular Calendar

I-1 Adopt Resolution Accepting City of Lodi Short-Range Transit Plan Update (PW)

Public Works Consultant Gordon Shaw provided a PowerPoint presentation regarding the Short Range Transit Plan. Specific topics of discussion included existing conditions of service, public outreach results, service plan recommendations, capital plan recommendations, and performance measures.

In response to Council Member Johnson, Mr. Shaw stated the technology costs are spread out over an extended time period through 2022 as existing vehicles are replaced and each proposed cost item requires Council approval in the future prior to purchase and implementation.

In response to Mayor Nakanishi, Mr. Bartlam stated the transit system is funded by federal transit dollars directly, through the State and through the San Joaquin Council of Governments. Mr. Bartlam stated General Fund money is not expended on the transit system.

In response to Council Member Mounce, Mr. Shaw stated expansion and security enhancements, such as locks and gates, of the current transit station would occur with additional federal funds.

Clifford Weaver spoke about his concerns regarding paying additional costs for the Dial-A-Ride personal attendant service, stating regular bus usage is preferred.

Cindy McDonald spoke in support of extending service hours and adding more bus shelters in the future.

Jean Schmidt spoke in support of extending service hours.

Joanna Nightengale spoke in support of extending bus service to Micke Grove Park.

In response to Council Member Mounce, Traffic Engineer Paula Fernandez stated bus service is available with extended hours for certain special events. Ms. Fernandez stated Micke Grove is outside of the City's jurisdiction for service but she will forward the service request comments to the Regional Transit District.

In response to Council Member Mounce, City Attorney Schwabauer stated in response to Mr. Weaver's comments he has spoken directly with the Federal Transit Administration and it has reassured him that the City can charge for the personal attendant service on paratransit but not regular transit. Ms. Fernandez indicated staff will review options for running regular transit versus paratransit, neighboring transit practices, and the costs associated with the same.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to adopt

Resolution No. 2013-164 accepting City of Lodi Short-Range Transit Plan Update.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

- J-1 Adopt Ordinance No. 1882 Entitled, "An Uncodified Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 16.24 - Improvements - by Repealing Section 16.24.040, 'Streets,' in Its Entirety; and Further Amending Chapter 16.40 - Reimbursements for Construction - by Repealing Sections 16.40.010, 'Findings and Purpose,' and 16.40.020, 'Improvements to be Reimbursed'" (CLK)

Council Member Mounce made a motion, second by Mayor Nakanishi, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1882 entitled, "An Uncodified Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 16.24 - Improvements - by Repealing Section 16.24.040, 'Streets,' in Its Entirety; and Further Amending Chapter 16.40 - Reimbursements for Construction - by Repealing Sections 16.40.010, 'Findings and Purpose,' and 16.40.020, 'Improvements to be Reimbursed,'" which was introduced at a regular meeting of the Lodi City Council held August 21, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- J-2 Adopt Ordinance No. 1883 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 - Zoning - by Repealing and Reenacting Section 17.50.030 E-3, 'Reimbursement for Excess Street Width,' in Its Entirety; Repealing and Reenacting Sections 17.62.010, 'Findings and Purpose,' and 17.62.020, 'Improvements to be Reimbursed,' in Their Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Nakanishi, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1883 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 - Zoning - by Repealing and Reenacting Section 17.50.030 E-3, 'Reimbursement for Excess Street Width,' in Its Entirety; Repealing and Reenacting Sections 17.62.010, 'Findings and Purpose,' and 17.62.020, 'Improvements to be Reimbursed,' in Their Entirety," which was introduced at a regular meeting of the Lodi City Council held August 21, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

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

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, SEPTEMBER 10, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 10, 2013, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Report on California Public Employee Retirement System (CM)

City Manager Rad Bartlam briefly introduced the subject matter of the report regarding the California Public Employees Retirement System (CalPERS).

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding CalPERS. Specific topics of discussion included current programs, retirement benefit calculation, various formulas for miscellaneous and public safety employees, CalPERS fund status and history, City history of CalPERS payments, historical employer rates, approved changes, projected changes, employer rates and costs, and summary.

In response to Council Member Hansen, Mr. Ayers stated with multiple agencies blending is based on final compensation through reciprocity assuming the individual is vested in each agency.

A brief discussion ensued amongst the City Council regarding the status of pension liabilities in cities that file for bankruptcy and the question that remains to be settled in the courts as to whether or not CalPERS is a creditor.

In response to Mayor Pro Tempore Katzakian, Mr. Ayers stated some cities and counties do have reciprocity through agreement with CalPERS even if they have a separate system.

In response to Council Member Hansen, Mr. Ayers stated though unlikely it is possible for a miscellaneous employee to go over 100% retirement because it is based on the number of years of service and theoretically an employee could work for an agency for 40 years or more.

In response to Council Member Hansen, Mr. Ayers stated CalPERS does not have unilateral authority to change the 8% set forth in the Public Employee Pension Reform Act (PEPRA) last year.

In response to Council Member Johnson, Mr. Bartlam confirmed that CalPERS assigned the City the PEPRA number of 8% based on actuarial studies for the City specifically and entities may have different numbers based upon their own actuarial studies.

In response to Council Member Hansen, Mr. Ayers stated the City's Tier 2 system was employee negotiated prior to the implementation of PEPRA last year. He stated the primary differentiating factor between the two formulas is whether or not the new employee is already in the CalPERS

system and coming from another agency versus they are new to the system in its entirety.

In response to Mayor Nakanishi, Mr. Bartlam stated the City of San Bernardino case is important for all cities because San Bernardino, unlike Stockton, stopped making payments to CalPERS thereby treating CalPERS like a creditor and now the courts must decide whether that was a valid determination.

A brief discussion ensued amongst the City Council regarding a possible determination by the courts that other cities in the State must make up the difference for the non-paying cities in the CalPERS fund.

In response to Mayor Pro Tempore Katakian, Mr. Ayers confirmed that the City became involved in the CalPERS system in the 1960s.

A brief discussion ensued amongst the City Council regarding the history of changes in the CalPERS employee and employer share of rates in the City of Lodi.

Mayor Nakanishi requested information regarding revenue amounts in comparison to CalPERS payments for the City over the last few years.

In response to Council Member Hansen, Mr. Ayers stated the actuarial rate includes additional factors including demographics and CalPERS estimates on returns.

In response to Council Member Hansen, Mr. Bartlam confirmed that the City has fared well financially over the last few years with respect to CalPERS because there was a significant decrease in employees through early retirements, which was separate from any effort made by CalPERS to reduce its overall liability.

A brief discussion ensued amongst the City Council regarding the history of the City's financial decisions when it was super-funded including money that was spent on increased salaries, debt service, and facilities.

In response to Council Member Hansen and Mayor Pro Tempore Katakian, Mr. Ayers and Mr. Bartlam reviewed CalPERS history of rates, return on investment, and the effect of adjustments to the expected rate of return. Mr. Bartlam stated a decreased adjustment in the rate is good because it is more realistic but it is bad because local agencies have to pay more to make up the difference.

In response to Council Member Hansen, Mr. Ayers confirmed that disability retirements are considered in actuarial studies.

In response to Council Member Hansen, City Attorney Schwabauer stated the PEPRA rate is 11% less than the original rate and an 11% reduction of future payments totaling millions of dollars is not helpful.

Alex Aliferas spoke in regard to his concerns about spiking and safety retirement formulas affect on the overall budget.

Ed Miller spoke in regard to his concern about separating from the CalPERS system and employee contributions being limited by statute.

In response to Council Member Hansen, City Attorney Schwabauer stated most forms of spiking as referenced by Mr. Aliferas were eliminated in the PEPRA legislation for both current and new employees.

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-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, SEPTEMBER 17, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 17, 2013, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Parks, Recreation and Cultural Services Update (PRCS)

City Manager Bartlam briefly introduced the subject of the Parks, Recreation and Cultural Services update.

Parks, Recreation and Cultural Services Manager Jeff Hood provided a PowerPoint presentation regarding the department services update. Specific topics of discussion included 2012/13 accomplishments for each division of the department, department finances, contributing factors to deficit, 2013/14 focus of each division, and long-term challenges.

In response to Council Member Johnson, Mr. Hood stated the grant covers most of the cost associated with the ramp improvement and the department does have some money set aside for design work as necessary.

In response to Council Member Hansen, Mr. Hood stated the majority of the parking lot from the youth area to east of the restrooms on the north side will be completely redone. Mr. Hood stated there are some funds set aside from the sale of property for future additional pavement improvements.

In response to Mayor Nakanishi, Mr. Hood confirmed that the entrance road into the park will also be improved.

In response to Council Member Mounce, Mr. Hood provided an overview of the funds being set aside for repair and replacement of the Grape Bowl field and the accounting of that money in a separate fund to ensure the money is utilized for the field only.

In response to Mayor Nakanishi, Mr. Hood confirmed that the annual maintenance cost of the field is accounted for through the annual budgeting process from general operating.

In response to Council Member Johnson, Mr. Hood stated the swim league is being moved from general aquatics to youth sports because it is competitive. Mr. Hood stated the monetary result of the transfer is net zero but it is better for tracking purposes.

In response to Council Member Johnson, Mr. Hood stated the pool arrangement with Tokay High School remains status quo for now without any changes pending.

In response to Council Member Hansen, Mr. Hood stated the 48% figure represents the decrease

in the aquatics revenue, which is partly due to the closure of the pool and the program had not yet been transferred to youth sports.

In response to Council Member Johnson, Mr. Hood stated he does not anticipate a change in either revenues or expenditures if the boat house operations change in the future.

In response to Council Member Johnson, Mr. Bartlam stated parks districts are difficult to implement with existing parks because residents have to vote to assess themselves additional taxes whereas in new communities they are put into place through the development process with impact fees.

In response to Council Member Mounce, Mr. Bartlam confirmed that the property owner, whether it is the developer or others, still has to vote in the affirmative for a community facilities district as a condition of development.

In response to Council Member Johnson, Police Chief Mark Helms stated the river is the responsibility of the Sheriff's Department and the Lodi Police Department works in partnership with the Sheriff's Department when it receives complaints regarding noise and traffic on the river. Chief Helms confirmed that patrol discussions have only occurred in connection with the 4th of July.

In response to Council Member Johnson, Mr. Hood stated staff is looking at a variety of options for camps during school break including partnering with groups and organizations like the WOW Museum.

In response to Council Member Hansen, Recreation Superintendent Mike Reese confirmed that staff is reviewing options for year-round usage of the Grape Bowl including adult soccer leagues similar to Roseville, kickball tournaments, and other league sports.

In response to Council Member Johnson, Mr. Bartlam confirmed that the north ramp project at Hutchins Street Square is likely two years away from completion.

In response to Council Member Johnson, Nancy Beckman with Visit Lodi brings interested parties through Hutchins Street Square as a part of FAM Tours to market the facility.

In response to Mayor Nakanishi, Mr. Hood provided an overview of the history of the department and divisions as a part of the General Fund and the transition to Special Revenue Funds.

In response to Mayor Nakanishi, Mr. Bartlam stated that, while the General Fund still contributes to the department to offset programming and debt service, the goal of the Special Revenue Fund is to ensure that the department is living within its means. Mr. Bartlam confirmed that debt service is a part of the Recreation Fund.

In response to Mayor Nakanishi, Mr. Hood stated he is cautiously optimistic about next year's revenues because while it is budgeted the department will be paying for pool improvements in the 2013/14 budget year.

In response to Mayor Pro Tempore Katakian, Deputy City Manager Jordan Ayers confirmed that the debt service for Hutchins Street Square prior to the refinancing was approximately \$660,000 and the debt service retires in 2031.

In response to Council Member Johnson, Mr. Bartlam stated the Hutchins Street Square Foundation has changed its focus from providing monetary assistance for special projects as it did earlier in its inception to building a larger endowment fund for Hutchins Street Square going

into the future.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, SEPTEMBER 18, 2013**

The September 18, 2013, Regular Meeting of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, SEPTEMBER 24, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 24, 2013, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Utility Financial Reports for the Fourth Quarter of Fiscal Year 2012/13 Ending June 30, 2013 (CM)

City Manager Rad Bartlam briefly introduced the subject matter of the fourth quarter utility financial reports.

Deputy Public Works Director Larry Parlin provided a PowerPoint presentation regarding the Public Works quarterly update ending June 30, 2013. Specific topics of discussion included water and wastewater cash flow summary, operating results, cash balances, bad debt write off, operational activities, and regulatory activities.

In response to Council Member Johnson, Mr. Parlin stated there was a capital cost savings because projects for main lining and at White Slough did not need to be completed immediately.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the City Council will be receiving a PCE/TCE status update next week.

In response to Council Member Johnson, Mr. Parlin stated the leaks associated with the water meter project are stable although Teichert will have to do some follow-up repair work at its own expense.

In response to Council Member Johnson, Mr. Parlin stated approximately \$20,000 to \$30,000 is spent on public education and outreach efforts and staff will continue to participate at the Farmers Market and similar events to bring water conservation awareness.

In response to Council Member Hansen, Mr. Parlin confirmed that the permit is issued by the State Water Resources Control Board and it is an unfunded mandate.

In response to Council Member Johnson, Mr. Parlin stated the permit process involves data collection by the State, analyzing the data, and a decision as to whether or not the outreach efforts are sufficient or more needs to be done.

In response to Council Member Hansen, Mr. Parlin stated the permit is administratively issued and is good for five years.

In response to Council Member Johnson, Mr. Parlin stated there are no problems with Flag City.

In response to Council Member Hansen, Mr. Parlin provided an overview of the system at the treatment plant by way of controls, security, and alarm systems for operations that are fully technical and electronic-based versus manual.

In response to Council Member Hansen, Mr. Parlin stated one full-time contracted temporary position will be eliminated in the near future based on the original plan.

In response to Council Member Mounce, Mr. Parlin stated the call-in procedure for the new plant is similar to other existing facilities and overtime may or may not be included based on the employee that responds. Council Member Mounce asked that additional information be provided in the next quarterly update regarding the details of the cash on hand numbers.

In response to Mayor Nakanishi, Mr. Parlin stated the City's cash on hand amount is better than most and he will supply the access information about the new treatment plant to the City Council through the City Manager.

In response to Council Member Hansen, Mr. Parlin stated the water meters should be fully automated by the end of next year.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the Electric Utility quarterly update ending June 30, 2013. Specific topics of discussion included cash flow summary, reserve policy, cash balances, power sales, Energy Cost Adjustment (ECA) revenue, operating results, power supply costs, billing statistics, bad debt write off, open position, and activities.

In response to Council Member Johnson, Mr. Bartlam stated almost every dollar of the public benefit program is planned for and will be spent on projects including capital infrastructure, street light retrofitting, and work at Hutchins Street Square.

In response to Council Member Hansen, Mr. Bartlam and Ms. Kirkley stated energy efficiency improvements require both tenant and landlord consent even if they are being paid for by the tenant.

In response to Mayor Nakanishi, Ms. Kirkley stated she will forward the Northern California Power Agency annual report card, which sets forth the financial health of its member cities as requested.

In response to Council Member Hansen, Ms. Kirkley stated the City Council will receive an update next week regarding the City's current 20% amount for greenhouse emissions and its ongoing effort to achieve the 33% by 2020 as required by law.

In response to Council Member Hansen, Ms. Kirkley stated May 2017 is the target in-service date for the 230 kV interconnection project.

In response to Council Member Hansen, City Attorney Schwabauer provided a brief overview of the process related to the grievance filed in response to an Electric Utility recruitment of certain positions with reclassified salaries.

In response to Mayor Nakanishi, Ms. Kirkley confirmed that the ECA was implemented in 2007, is the most efficient alternative to monthly rate adjustments, and results in a more favorable view from the rating agencies.

In response to Council Member Mounce, Mr. Bartlam stated the Lakewood resident matter will be discussed at the October 29 Shirtsleeve Session and the City received a health and wellness grant for \$5,000 from the Healthy Eating Active Living Campaign related to the League of

California Cities.

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-Olson  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Bid for the Purchase of Wood Utility Poles from Bridgewell Resources, of Tigard, Oregon (\$20,498.40)  
**MEETING DATE:** October 2, 2013  
**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution awarding a bid for the purchase of wood utility poles from Bridgewell Resources, of Tigard, Oregon in the amount of \$20,498.40.

**BACKGROUND INFORMATION:** At the August 21, 2013 meeting, City Council approved specifications and authorized the advertisement for bids to procure (10) 35 foot, and (20) 45 foot, class 1, wood utility poles. The poles are needed to maintain inventory for repairs of the existing electric electric utility distribution system and new electric services.

The Electric Utility advertised bid documents on August 24, 2013. Three wood utility pole manufacturers and suppliers requested bid documents. On September 11, 2013, bids were opened with the following results:

	<u>35 Foot</u>	<u>45 Foot</u>
The Oeser Company, Bellingham, Wash.	\$8,326.80	\$17,366.40
McFarland Cascade, Tacoma, Wash.	\$5,444.39	\$15,448.32
Bridgewell Resources, Tigard, Ore.	\$5,119.20	\$15,379.20

Staff reviewed the proposals and deemed Bridgewell Resources the lowest bid and compliant with the approved specifications.

**FISCAL IMPACT:** Procurement cost is \$20,498.40.

**FUNDING:** Included in FY 2013/14 Account No. 160.1496.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Thomas Dean, Electric Materials Technician

EAK/TK/lst

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
BID FOR THE PURCHASE OF WOOD UTILITY POLES FROM  
BRIDGEWELL RESOURCES, OF TIGARD, OREGON

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 11, 2013 at 11:00 a.m., for the purchase of ten 35 foot and twenty 45 foot, Class 1 wood utility poles described in the specifications therefore, approved by the City Council on August 21, 2013; and

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

	<u>35 Foot</u>	<u>45 Foot</u>
The Oeser Company, Bellingham, Wash.	\$8,326.80	\$17,366.40
McFarland Cascade, Tacoma, Wash.	\$5,444.39	\$15,448.32
Bridgewell Resources, Tigard, Ore.	\$5,119.20	\$15,379.20

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of ten 35-foot and twenty 45-foot, Class 1 wood utility poles from Bridgewell Resources, of Tigard, Ore. in the amount of \$20,498.40.

Dated: October 2, 2013

I hereby certify that Resolution No. 2013- \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Bid for the Purchase of Underground Cable from The Okonite Company of San Ramon (\$133,876.80)  
**MEETING DATE:** October 2, 2013  
**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution awarding a bid for the purchase of underground cable from The Okonite Company of San Ramon in the amount of \$133,876.80.

**BACKGROUND INFORMATION:** At the August 21, 2013 meeting, City Council approved specifications and authorized the advertisement for bids to procure 60,000 feet of 1/0 AWG, 15kV, EPR-insulated, jacketed concentric neutral underground cable. The cable is needed to maintain inventory for repairs of the existing electric utility distribution system and new electric services.

The Electric Utility (EU) advertised bid documents on August 24, 2013. Four medium voltage cable manufacturers and suppliers requested bid documents. On September 11, 2013, bids were opened with the following results:

General Pacific, Fairview, Ore.	\$172,240.16
General Cable Industries, Highland Height, Ky.	\$161,015.00
Pacific Utilities/Prysmian, Concord, Calif.	\$151,378.80
The Okonite Company, San Ramon, Calif.	\$133,876.80

Staff reviewed the proposals and deemed The Okonite Company the lowest bid and compliant with the approved specifications. Okonite has supplied EU's 15kV EPR underground cables since 2003. The last procurement from Okonite was in July 2011.

**FISCAL IMPACT:** Procurement cost is \$133,876.80.

**FUNDING:** Included in FY 2013/14 Account No. 160.1496.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Thomas Dean, Electric Materials Technician

EAK/TD/lst

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
BID FOR THE PURCHASE OF UNDERGROUND CABLE  
FROM THE OKONITE COMPANY, OF SAN RAMON

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 September 11, 2013 at 11:00 a.m., for the purchase of 60,000 feet of #1/0, 15kV, EPR-insulated, jacketed concentric neutral underground cable described in the specifications therefore, approved by the City Council on August 21, 2013; and

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

General Pacific, Fairview, OR	\$172,240.16
General Cable Industries, Highland Height, KY	\$161,015.00
Pacific Utilities/Prysmian, Concord, CA	\$151,378.80
The Okonite Company, San Ramon, CA	\$133,876.80

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of 60,000 feet of #1/0, 15kV, EPR-insulated, jacketed concentric neutral underground cable from The Okonite Company, of San Ramon in the amount of \$133,876.80.

Dated: October 2, 2013

I hereby certify that Resolution No. 2013- \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Bid for the Purchase of Fiber Optic Trailer from Midway Trailer, Inc., of Benton, Missouri (\$22,609.80)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution awarding a bid for the purchase of a fiber optic trailer from Midway Trailer Inc., of Benton, Missouri in the amount of \$22,609.80.

**BACKGROUND INFORMATION:** At the August 21, 2013 meeting, City Council approved specifications and authorized the advertisement for bids to procure a fiber optic trailer. The trailer is needed for the upcoming expansion of the City's fiber system and to properly maintain the existing fiber network.

The Electric Utility advertised bid documents on August 24, 2013. Three trailer manufacturers and suppliers requested bid documents. On September 11, 2013, bids were opened with the following results:

Centralia Machine & Fab, Centralia, Ill.	\$31,981.63
Intech Trailers, Nappanee, Ind.	\$29,632.62
Midway Trailers, Benton, Mo.	\$22,609.80

Staff reviewed the proposals and deemed Midway Trailers, Inc., the lowest bid and compliant with the approved specifications.

**FISCAL IMPACT:** Procurement cost is \$22,609.80.

**FUNDING:** Included in FY 2013/14 Account No. 1611201.7851.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Thomas Dean, Electric Materials Technician

EAK/TD/lst

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
BID FOR THE PURCHASE OF A FIBER OPTIC TRAILER  
FROM MIDWAY TRAILER, INC., OF BENTON, MISSOURI

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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 September 11, 2013 at 11:00 a.m., for the purchase of a fiber optic trailer described in the specifications therefore, approved by the City Council on August 21, 2013; and

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

Centralia Machine & Fab, Centralia, Ill.	\$31,981.63
Intech Trailers, Nappanee, Ind.	\$29,632.62
Midway Trailers, Benton, Mo.	\$22,609.80

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of one fiber optic trailer from Midway Trailer, Inc., of Benton, Missouri in the amount of \$22,609.80.

Dated: October 2, 2013

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I hereby certify that Resolution No. 2013- \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System (\$87,000)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

**BACKGROUND INFORMATION:** Staff is continuing the multi-phase project with Environmental Systems Research Institute, Inc. (ESRI) for the Electric Utility's (EU) geographical information system (GIS). Phase I, Data Collection and Migration to the ESRI platform, is complete. Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in Exhibit A of the attached agreement.

On November 21, 2012, City Council adopted the Master Services Agreement and Task Order No. 1 with ESRI for GIS Phase 1 Data Collection and Migration to the ESRI Platform at a cost of \$72,000. This was done with the intention of building a foundation to continue to expand EU's specific GIS needs.

Staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

**FISCAL IMPACT:** Implementation of GIS multi-phase project will provide cost savings through improved operational efficiency of the electrical system, increased safety, and create a more reliable electric system by mitigating electrical outages.

**FUNDING AVAILABLE:** Included in FY 2013/14 Budget Account No. 160612.7323

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Carl Wohl, Electrical Drafting Technician

EAK/JM/CW/lst

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**TASK ORDER NO. 2**

Issued Under

Esri Agreement No. 2011C1482

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **City of Lodi (Licensee)**, 221 W. Pine Street, Lodi, CA, 95240 (Licensee Address), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Firm Fixed-Price (FFP).
3. **Total Task Order Value:** \$87,000 as detailed in the following table:

Tasks	Price
Task 1 – Final Data Assessment	\$20,180
Task 2 – Data Integration Process Development	\$38,720
Task 3 – Develop QA/QC Data Cleanup Plan and Process	\$14,900
Task 4 – Conduct Data Migration Technology Transfer and Training Workshop	\$13,200
<b>Firm Fixed Price Total</b>	<b>\$87,000</b>

4. **Licensee Address for the Receipt of Esri Invoices:** City of Lodi, Electric Utility Department, 1331 S. Ham Lane, Lodi, CA, 95242
5. **Delivery Schedule:** September 1, 2013 through December 31, 2013 or as otherwise mutually agreed between the parties in writing.

The tasks breakdown schedule is as shown below.

Task	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Fully signed task order and purchase order	Orange												
Task 1 -Data Assessment		Blue	Blue	Blue									
Task 2 - Data Integration Process Development				Pink	Pink	Pink	Pink	Pink					
Task 3 - Develop QA/QC Data Cleanup Plan and Process								Blue	Blue	Blue	Blue		
Task 4 -Conduct Data Migration Technology Transfer and Training Workshop												Orange	
Project close													Green

6. **Special Considerations:** None.

7. **Esri Project Manager:** Bala Mullachery, Tel: (909) 793-2853, Ext. 1747, E-mail: bnullachery@esri.com

**Esri Contract Administrator:** M Carberry, Tel: (909) 793-2853, Ext. 3446, E-mail: mcarberry@esri.com

**Licensee Project Manager:** Carl Wohl, Tel: 209-333-6800 ext. 2547, cwohl@lodielectric.com

**Licensee Contract Administrator:** Danielle Rogers, Tel: 209-333-6800 ext. 2418, drogers@lodielectric.com

**Licensee Accounts Payable Contact:** Accounts Payable, Tel: 209-333-6721, Fax: 209-333-6795

ACCEPTED AND AGREED:

**CITY OF LODI**, a municipal corporation  
(Licensee)

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: KONRADT BARTLAM

Printed Name: John Perry

Title: CITY MANAGER

Title: Contracts Manager – Esri Professional Services

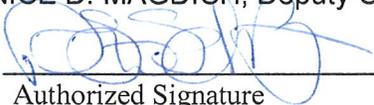
Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

ATTEST:

By:   
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: \_\_\_\_\_



**Exhibit 1  
Task Order No. 2  
Issued under  
Agreement No. 2011C1482**

**Scope of Work**

This scope of work covers the second phase of a 3-phase GIS implementation at Lodi Electric Utility. The three phases are:

- Phase 1 : **Preliminary GIS Implementation**
- Phase 2 : **GIS Data Integration and Cleanup**
- Phase 3 : **GIS Integration with other Systems**

Phase 2 of the project is expected to leverage the findings of Phase 1 in which the GIS implementation process was prototyped. The following is an overview of the anticipated activities of Phase 2.

- Finalize the data review which will include additional data sources that were not analyzed in Phase 1 and update the data model.
- Finalize the data integration processing tools and procedures.
- Finalize the QA/QC processing tools and data cleanup procedures.
- Conduct onsite data integration and QA/QC workshop,

**Key Assumptions**

This Scope of Work described herein is based on the following key assumptions:

- Unless otherwise specified, all work is anticipated to be performed at Esri's offices in Redlands, California.
- All onsite tasks will occur over consecutive business days. The definition of a business days is eight (8) hours.
- Timely review and acceptance of project deliverables by Lodi Electric Utility.
- ArcGIS version 10.1 or newer version will be implemented.
- Lodi Electric Utility shall be responsible for procuring and obtaining of all necessary software licenses, to support Lodi Electric Utility's onsite support activities.

**Phase 2 Preliminary GIS Implementation**

**Task 1 – Final Data Assessment**

This task will include finalizing the data assessment that was performed during Phase 1 and reviewing the additional data sources listed below, which will be provided by Lodi Electric Utility. It is understood that these sources will have some data content that can either be mapped and or linked into the ArcGIS MultiSpeak data model that was developed during Phase 1. During this task, Esri will conduct four (4) conference calls, one hour each in duration, via WebEx with Lodi Electric Utility to review the additional source data.

Based on the information discussed on the calls, Esri will update the source mapping matrix document and ArcGIS Electric MultiSpeak data model and provide to Lodi Electric Utility with a draft version of the source mapping matrix document and ArcGIS Electric MultiSpeak data model for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Upon receipt of Lodi Electric Utility comments, Esri will lead a two (2) hour webcast via Adobe Connect (web conference) to review the comments. Upon completion of the webcast review, Esri will revise the source mapping matrix document and ArcGIS Electric MultiSpeak data model, as mutually agreed and submit a final version to Lodi Electric Utility. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the source mapping matrix document and ArcGIS Electric MultiSpeak data model within five (5) business day of receipt.

The additional data sources are:

- Landbase Data – Esri file geodatabase format
- Data Line Database – Microsoft mdb format
- Ops Daily Log Database - Microsoft mdb format
- Work Order Log Database - Microsoft mdb format
- Service Tap Database - Microsoft mdb format
- Solar Database - Microsoft mdb format
- Fiber Cad Data – AutoCAD DWG format

***Esri Deliverables:***

- Prepare and deliver draft version of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.
- Prepare and deliver final version of the final source data mapping matrix document and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.

***Lodi Electric Utility Responsibilities:***

- Ensure attendance and participation of appropriate staff in the conference call/WebEx session.
- Provide access to Lodi Electric Utility staff to address follow-up questions as required.
- Review draft source data mapping matrix, ArcGIS Electric MultiSpeak data model and provide written feedback within five (5) business days of receipt from Esri.
- Provide acceptance letter of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model within five (5) business days of receipt from Esri.

## **Task 2 – Data Integration Process Development**

Following the completion and acceptance of Task 1, Esri will continue its approach to migrate the Lodi Electric Utility AutoDesk CAD data and external data sources listed in Task 1 (above) into the ArcGIS platform.

Using the final version of the source data mapping matrix, and ArcGIS Electric MultiSpeak data model, finalized in Task 1, Esri will develop a final data migration tool design and workflows to account for the new data sources being added during Phase 2. Esri will provide Lodi Electric Utility with a draft version of the Phase 2 data migration tool design workflows and QA/QC Plan document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the data migration tool design workflows and QA/QC plan document, as mutually agreed and submit a final version. Lodi Electric

Utility is responsible for reviewing and providing Esri with written acceptance of the final data migration tool design workflows and QA/QC plan document within five (5) business day of receipt.

During this task Esri will configure data migration ModelBuilder tools using ArcGIS core geo-processing tools and ArcGIS Interoperability extension, develop/configure data cleanup tool(s) to execute in auto mode, and configure GIS Data Reviewer tools for data validation. These tools will be delivered to Lodi Electric Utility as part of Task 4 – Conduct Data Migration Technology Transfer and Training Workshop. The data migration tools will perform batch data migration and loading of AutoCAD DWG files/Transformer DB/Material DB/and additional source data items specified in the Task 1 – Final Data Assessment, attribute information in to ArcGIS MultiSpeak Electric data model. Once the data is migrated and executed with the connectivity cleanup tools, Esri will run custom configured GIS Data Reviewer QA/QC tools to identify anomalies related to the geodatabase integrity, geometry, connectivity, relationships, and attribute validation on the entire geodatabase. The errors identified will be summarized in to a QA/QC Report and delivered to Lodi Electric Utility for the potential manual cleanup and also will be recommended possible auto/mass correction using existing tools available within ArcGIS.

Lodi Electric Utility will package source data files and will either send them to Esri in a DVD or upload them into the Esri secured FTP site (as mutually agreed with Esri) five (5) business days before the data migration. The source data file package will include DWG files, Transformer DB, Material DB and additional source data specified in the Task 1 – Final Data Assessment. During the data migration, Esri will be communicating with Lodi Electric Utility through emails to clarify and resolve source data queries or issues found. Lodi Electric Utility will be responsible for reviewing and resolving these source data queries or issues within five (5) business days of receipt, unless Lodi Electric Utility and Esri agree to a longer period of time for issues that may require more time. The two days review and response requirement is intended to reduce delays caused by unresolved issues, which could ultimately affect the project schedule.

As part of this task, Esri will configure an ArcMap MXD file that symbolizes Lodi Electric Utility's electric facilities using symbology that cartographically resembles to the Lodi Electric Utility existing symbology. Esri will be leveraging the existing symbol libraries available in ArcGIS and will be performing minor adjustment to the symbology to create a comparable look and feel similar to the existing Lodi Electric Utility feature symbology.

***Esri Deliverables:***

- Draft and final data migration tool design workflows and QA/QC plan document.
- Migrated Geodatabase in ArcGIS Electric MultiSpeak data model.
- Configured ArcMap MXD file.
- QA/QC Reports.

***Lodi Electric Utility Responsibilities:***

- Review the draft data migration tool design workflows and QA/QC Plan and provide written consolidated comments to Esri within five (5) business days of receipt.
- Provide Esri with written acceptance of the final data migration tool design workflows and QA/QC plan within five (5) business days of receipt.
- Provide Source Data files (DWG, Transformer DB and Material DB and additional source data specified in the Task 1 – Final Data Assessment) to Esri five (5) business days before the migration process to Esri.
- Provide Esri with a response within five (5) business days to the clarifications, queries and issues raised by Esri during this task.

***Assumptions:***

- Esri will migrate and populate the source data attributes based on the Source Data Mapping Matrix, ArcGIS Electric MultiSpeak data model and approved by the Lodi Electric Utility during the Task1 – Final data assessment
- There is no manual data processing or connectivity cleanup to be performed by Esri included in this scope of work.

### **Task 3 – Develop QA/QC Data Cleanup Plan and Process**

Esri will configure automated processes to perform data cleanup as mutually agreed. Some data conditions existing in the Autodesk environment will not be candidates for automated clean-up. They will need to be researched further by Lodi Electric Utility and manually cleaned up one-by-one using ArcMap. Such exceptions will be the responsibility of Lodi Electric Utility to clean-up. In support of the remaining clean-up effort, Esri will prepare a QA/QC report and define the manual ArcMap data editing (clean-up) process in a document containing the procedures to perform data clean-up that will address the following:

- Identify and report error types and locations
- Define ArcGIS Desktop procedures and editing tools that Lodi staff will follow correct data errors.
- Configure GIS Data Reviewer QA/QC processing tools that will validate and report on data quality as the system is maintained.

Esri will provide Lodi Electric Utility with a draft version of the QA/QC report and manual data editing (clean-up) process document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the QA/QC report and manual data editing (clean-up) process document, as mutually agreed and submit a final version. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the QA/QC report and manual data editing (clean-up) process document within five (5) business day of receipt.

***Esri Deliverables:***

- Prepare and deliver draft version of the QA/QC report and manual data editing (clean-up) process document.
- Prepare and deliver final version of the QA/QC report and manual data editing (clean-up) process document.

***Lodi Electric Utility Responsibilities:***

- Review draft QA/QC report and manual data editing (clean-up) process document and provide written feedback within five (5) business days of receipt from Esri.
- Provide Esri with written acceptance of final QA/QC report and manual data editing (clean-up) process document within five (5) days of receipt from Esri.

***Assumptions:***

- Esri will be responsible for the development of the QA/QC report and manual data editing (clean-up) process document, but not the data cleanup itself. This will be the responsibility of Lodi Electric Utility.

## **Task 4 –Conduct Data Migration Technology Transfer and Training Workshop**

During Task 4, an Esri senior technical lead will travel to Lodi Electric Utility offices in Lodi, California for two (2) business days to conduct a final data migration technology transfer and training workshop. The tools used for data migration and data loading, connectivity cleanup, and QA/QC tools created under Task 2 - Data Integration Process Development and Task 3 - Develop QA/QC Data Cleanup Plan and Process will be installed on up to five computers at Lodi Electric Utility offices. The workshop agenda will be circulated to Lodi Electric Utility five (5) days before the workshop start date. The following training will be conducted for up to five (5) Lodi Electric Utility staff during this technology workshop:

- Data migration model builder tools
- GIS data reviewer QA/QC configuration
- QA/QC report and manual data editing (clean-up) process

### ***Esri Deliverables:***

- Technology transfer workshop agenda.
- Two (2) days onsite Data Migration Technology Transfer and Training Workshop to train a maximum of five (5) Lodi Electric Utility technical staff on the following 3 major items:
  - Data Migration Model builder tools
  - GIS Data Reviewer QA/QC configuration
  - QA/QC Report and Manual data editing (cleanup) process

### ***Lodi Electric Utility Responsibilities:***

- Identify the technical staff to attend the technology transfer workshop, circulate the workshop agenda and ensure attendance and participation.
- Provide meeting facilities and necessary equipment to host workshop activities.

### ***Assumptions:***

- The technology workshop topics are limited to the Esri services performed in tasks 1 through 3 above. The workshop is not intended to cover other ArcGIS Desktop applications or geodatabase training.
- Esri will train Lodi Electric Utility technology staff on configuring new symbology in ArcGIS. The creation of the new symbology to match the Lodi Electric Utility existing symbology in AutoCAD is the responsibility of Lodi Electric Utility.



MASTER SERVICES AGREEMENT  
(E115M 06/14/2010)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Master Services Agreement ("Agreement") is entered into as of the 1 day of February, 2013, by and between **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri"), a California corporation with its principal place of business at 380 New York Street, Redlands, California 92373-8100, and **City of Lodi** (hereinafter referred to as "Licensee"), a municipal corporation with its principal place of business at 221 West Pine Street, Lodi, CA, 95240.

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

**ARTICLE 1—DEFINITIONS**

- i. "Task Order" means an order for professional services issued under this Agreement in substantially the same format as the sample task order form attached as Attachment A.
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial off-the-Shelf Software, or COTS Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Esri's commercial Software license.
- iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- vi. "Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
- vii. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the Licensee.
- viii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Agreement. Services Output can include, but is not limited to, reports, training materials, and Custom Software.

**ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE**

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division, John Perry, is authorized to agree to Task Orders. The following Licensee representatives are authorized to sign Task Orders and bind Licensee:

Department Heads, the City Manager and the City Council are authorized to approve and sign Task Orders up to their authority level according to the City of Lodi's purchasing policy that is in effect with Task Order is executed (LMC 2.12.060).

Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

The period of performance of each Task Order shall be specified in each Task Order.

### ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Agreement does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Agreement and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

### ARTICLE 4—PATENTS AND INVENTIONS

During the performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Esri or its licensors own all intellectual property rights in the COTS Software. During the term of this Agreement, Licensee shall promptly notify Esri if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Agreement will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

## ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Except as required by California Public Records Act or as otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States.

Licensee shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove: (i) was in Licensee's possession before receipt from Esri; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Esri to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

## ARTICLE 6—ACCEPTANCE

- A. For Time and Materials Task Orders.** Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.
- B. For Firm Fixed Price Task Orders.** Unless otherwise stated in a Task Order, Deliverables for fixed price Task Orders shall be categorized as follows:
- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
  - ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
  - iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Unless otherwise stated in a Task Order, Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

## ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

## ARTICLE 8—COMPENSATION; INVOICES

- A. **For Time and Materials Task Orders.** Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs (ODCs), such as travel-related expenses. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most current Federal Travel Regulations.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

- B. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- C. **Payment.** Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

## ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

### A. For Time and Materials Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.

ii. **Disclaimer of Warranties**

- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### B. For Firm Fixed Price Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.

ii. **Disclaimer of Warranties**

- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. **Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

#### ARTICLE 10—LIMITATION OF LIABILITY

- A. **Disclaimer of Certain Types of Liability.** IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- B. **General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE. THIS LIMITATION WILL NOT APPLY TO CLAIMS BY THE CLIENT FOR BODILY INJURY OR DAMAGE(S) TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, FOR WHICH ESRI IS LEGALLY LIABLE OR FOR ERRORS AND OMISSIONS COVERED BY ESRI'S INSURANCE TO THE EXTENT OF THE VALUE OF THE INSURANCE COVERAGE REQUIRED BY ATTACHMENT C.
- C. **Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

#### ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

#### ARTICLE 12—TERM AND TERMINATION

- A. **Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, the term of this Agreement shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable or Service as specified in the Task Orders executed under this Agreement or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement. This Agreement may be extended by the mutual written agreement of both parties.
- B. **Termination for Convenience by Licensee.** Licensee may terminate this Agreement or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

- C. **Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement or any Task Order for any material breach of this Agreement by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. **Termination for Cause by Esri.** Esri may terminate this Agreement immediately upon written notice to Licensee in the event that one or more of the following occur:

*Insolvency of Licensee*

- i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
- ii. A trustee or receiver is appointed for any or all of Licensee's assets;
- iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
- iv. Licensee is dissolved or liquidated;
- v. There is any
  - a. Material change in the management or control of Licensee;
  - b. Transfer of any substantial part of Licensee's business; or
  - c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

*Default or Breach by Licensee*

- vi. Licensee defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
- vii. Licensee engages in the unauthorized use of the COTS Software;
- viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;
- ix. Licensee breaches any provision of this Agreement and there is no possibility of cure;
- x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Agreement.

**E. Obligations upon Termination**

- i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
- ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Agreement.
- iii. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 20–27 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

**ARTICLE 13—RESTRICTIONS ON SOLICITATION**

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**ARTICLE 14—TAXES**

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

#### **ARTICLE 15—INDEPENDENT CONTRACTOR**

Esri is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

#### **ARTICLE 16—FORCE MAJEURE**

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

#### **ARTICLE 17—NOTICE**

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: Office of the City Attorney  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Esri: Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Project/Technical Notice—Attn.: John Perry,  
Contracts Manager – Esri Professional Services Division  
Tel.: 909-793-2853, extension 1133  
Fax: 909-307-3034  
Legal Notice—Attn.: Contract Manager  
Tel.: 909-793-2853, extension 1133  
Fax: 909-307-3020  
With a copy to John Perry, Contracts Manager – Esri Professional Services Division

Notice for non-U.S. Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

#### **ARTICLE 18—ASSIGNMENT AND DELEGATION**

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Esri shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article 18.

#### **ARTICLE 19—SUCCESSOR AND ASSIGNS**

Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

#### **ARTICLE 20—IMPLIED WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

#### **ARTICLE 21—SEVERABILITY**

The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

#### **ARTICLE 22—COUNTERPARTS**

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

#### **ARTICLE 23—ORDER OF PRECEDENCE AND AMENDMENTS**

The terms and conditions of this Agreement and executed Task Orders supersede any terms and conditions outlined in any ordering or authorizing documents of Licensee such as purchase orders. In the event of a conflict between this Agreement and an executed Task Order, the Task Order shall govern. Any additional terms or conditions in ordering or authorizing documents of Licensee, modifications, or amendments to this Agreement must be in writing and signed by an authorized representative of each party to be binding.

#### **ARTICLE 24—EQUITABLE RELIEF**

Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

#### **ARTICLE 25—CLAIM MUST BE FILED WITHIN ONE (1) YEAR**

Any claim related to this Agreement or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

#### **ARTICLE 26—INSURANCE**

Esri will maintain the insurance coverages stated in Attachment C – Insurance Requirements for Consultant during the term of this Agreement.

#### **ARTICLE 27—GOVERNING LAW AND ARBITRATION**

- A. Licensees in the United States of America, Its Possessions, and Territories.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 24, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- B. All Other Licensees.** All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the material aspects of the dispute.

**ARTICLE 28—ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements, written or oral, between the parties relating to such subject matter.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. The undersigned hereby acknowledges and represents that he/she has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by the Licensee. Duplicates are valid and binding even if the original paper document bearing Licensee's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

**CITY OF LODI**, a municipal corporation  
(Licensee)

By:   
Authorized Signature

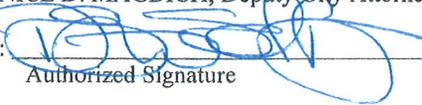
 Printed Name: KONRADT BARTLAM  
Title: CITY MANAGER  
Date: 2/1/13

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

By:   
Authorized Signature

Printed Name: William C. Fleming  
Managing Business Attorney  
Title: \_\_\_\_\_  
Date: JUN 05 2012

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

By:   
Authorized Signature

Date: Feb 1, 2013

ATTEST:   
By: \_\_\_\_\_  
Authorized Signature

Printed Name: RANDI JOHL  
Title: CITY CLERK  
Date: 2/1/13

**Attachments**

- Attachment A—Sample Task Order (Scope of Work and Pricing Summary)
- Attachment B—Time and Materials Rate Schedule
- Attachment C – Insurance Requirements

**ATTACHMENT A**  
**SAMPLE TASK ORDER**  
 Esri Agreement No. 2011C1482  
 Task Order No. \_\_\_\_\_

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (Esri), and \_\_\_\_\_ (Licensee), \_\_\_\_\_ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Services Output or Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance) and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]The scope of work may be an Exhibit to the Task Order.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type [Firm Fixed-Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)  
 Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)  
 Licensee Project Manager: (insert name, telephone, fax, and e-mail address)  
 Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)  
 Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

\_\_\_\_\_  
 (Licensee)  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ENVIRONMENTAL SYSTEMS  
 RESEARCH INSTITUTE, INC.  
 (Esri)  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
 Authorized Signature  
 Date: \_\_\_\_\_

ATTEST:  
 By: \_\_\_\_\_  
 Authorized Signature  
 Printed Name: RANDI JOHL  
 Title: CITY CLERK  
 Date: \_\_\_\_\_

**ATTACHMENT B  
TIME AND MATERIALS RATE SCHEDULE**

*Effective January 1, 2012*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2012. The hourly labor rates for services that are performed after 2012 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

**GIS Technical Specialist/Engineer (S1)**

**Hourly Rate: \$184**

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

**GIS System/Software Developer (S2)**

**Hourly Rate: \$238**

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

**Senior GIS System/Software Architect (S3)**

**Hourly Rate: \$292**

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

**GIS Consultant/Project Manager (M1)**

**Hourly Rate: \$224**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

**Senior GIS Consultant/Project Manager (M2)**

**Hourly Rate: \$283**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

**Principal GIS Consultant/Program Manager (M3)**

**Hourly Rate: \$373**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

**GIS Database Specialist/Analyst (DB)**

**Hourly Rate: \$155**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

**ATTACHMENT C  
INSURANCE**

**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant 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 Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Ea. Occurrence  
\$2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by separate endorsement, as an additional insured.

3. **PROFESSIONAL ERRORS AND OMISSIONS**

Not less than \$50,000 per Claim./\$1,000,000 Aggregate. 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 for at least two (2) years after termination or expiration of this Agreement.

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. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.)

(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 (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.

**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 (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE TASK ORDER NO. 2 WITH  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.,  
OF REDLANDS FOR DATA INTEGRATION AND MODEL  
BUILDING OF A GEOGRAPHICAL INFORMATION SYSTEM

=====

WHEREAS, on November 21, 2012 the City Council authorized the City Manager to execute a Master Services Agreement and Task Order No. 1 with Environmental Systems Research Institute, Inc. (ESRI) to provide geographical information system services for Phase I Data Collection and Migration to the ESRI software platform with the intention of building a foundation to continue to expand the Electric Utility's (EU) specific GIS needs; and

WHEREAS, the GIS project for the EU is a continuing multi-phase project with Phase I Data Collection and Migration to ESRI platform complete; and

WHEREAS, Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in the attached agreement; and

WHEREAS, staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

Dated: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Extending White Slough Water Pollution Control Facility Agricultural Leases

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution extending White Slough Water Pollution Control Facility agricultural leases.

**BACKGROUND INFORMATION:** The City has two agricultural lease parcels at White Slough Water Pollution Control Facility (WSWPCF) which total approximately 877 acres. Both leases expire on December 31, 2013. The current tenants are Kirschenman Farms (659± acres) and Lima Ranch (218± acres). Farming is the secondary function of the agricultural reuse areas at WSWPCF. The primary function of the farming operations is to distribute treated municipal effluent and industrial discharges (primarily from Pacific Coast Producers) to the reuse areas during the summer months (irrigation season) and application of dewatered biosolids as a fertilizer for the crops.

Both tenants have agreed to extensions containing the previous lease amendments. Additionally, both tenants have performed very well during the current lease period, and staff believes extending the leases is in the best interest of the City. Information obtained from the University of California Agricultural Cooperative Extension reflects that lease rates on land where feed and fodder crops are grown typically vary between 15% and 25% of the gross receipts. Based on this information, staff believes the current lease rate of 20% of gross receipts is appropriate.

Revenues generated for the past four years from the agricultural leases are listed below. The variation is related to crop production.

- 2009/10 - \$101,015
- 2010/11 - \$131,027
- 2011/12 - \$261,004
- 2012/13 - \$200,891

Staff recommends Council adopt a resolution extending the WSWPCF agricultural leases for the period of January 1, 2014 through December 31, 2018 for agricultural land at WSWPCF.

**FISCAL IMPACT:** The rent for both leases is proposed to remain at the lease rate of 20% of gross receipts for the crops grown.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst  
FWS/RAY/pmf  
cc: Larry Parlin, Deputy Public Works Director-Utilities  
Lima Ranch

Kirschenman Farms

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

LEASE EXTENSION AGREEMENT  
LEASE FOR AGRICULTURAL LAND

THIS CONTRACT EXTENSION AGREEMENT, made and effective this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Lessor", and LIMA RANCH, hereinafter called "Lessee."

WITNESSETH:

1. CONTRACT: Lessor and Lessee, entered into a contract on July 10, 2008 for the lease of agricultural land at White Slough Water Pollution Control Facility which expires on December 31, 2013.
2. TERM AND TERMS: The term of this Lease Extension Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and terminating December 31, 2018. The Agreement may be extended by mutual agreement of the parties for an additional term as specified. All other terms and conditions will remain as set forth in the Lease for Agricultural Land attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

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

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

LIMA RANCH,  
hereinabove called "Lessee"

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

Attest:

\_\_\_\_\_  
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCWABAUER, City Attorney



LEASE  
FOR  
AGRICULTURAL LAND  
at  
White Slough Water Pollution Control Facility

THIS LEASE, made and entered into this 10<sup>th</sup> day of July, 2008, by and between the CITY OF LODI, a municipal corporation, hereinafter called Lessor, and LIMA RANCH hereinafter called Lessee.

WITNESSETH:

1. PROPERTIES: That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by said Lessee, said Lessee does hereby lease, hire, and take from said Lessor, those certain properties described as follows:

Those certain properties described in Exhibit A attached hereto, and by this reference made a part hereof. Property to be leased totals 218 acres ±.

2. EXTENSION: Although the current lease does not expire until December 31, 2008, it is a condition of this extension that Lessee agrees to apply the requirements of this lease extension in the final year of the current lease.

3. TERM: The term of this Lease shall be for a period of five (5) years, commencing January 1, 2008, and terminating at midnight on December 31, 2013. In order that the tenants have adequate time to plan their farming operations, bids for the lease of this property after December 31, 2013, will be called for approximately one year before that date.

4. RENT: In consideration of said Lease, Lessee agrees to pay to Lessor as rent for the demised premises based on the gross value of crops produced on the properties. The amount paid by Lessee shall be 20% of gross receipts for crops grown, including any deferred payments, credits, stock, or other compensation including crop insurance payments. If a crop is successfully produced but not sold, the value will be determined by similar sales by other tenants or market rates for the crops.

Fallowed acreage shall be assessed a flat fee of \$100.00 per acre in lieu of gross percentage. Planted acreage left unattended shall also be assessed a flat fee of \$100.00 per acre.

Lessee shall maintain adequate records of crop yields and gross receipts, and make such records available to Lessor for purposes of verification.

For the purposes of this lease gross receipts shall mean the total revenue of any sort received by Lessee at sale of crop. No reduction of gross will be allowed for any cost incurred by Lessee due to planting, growing, harvesting, or hauling of crop. Any additional cost incurred by Lessee for services by others in conjunction with the above crop production practices will also not reduce gross receipts.

Methods of verification may include any or all of the following; weigh tickets, sale receipts, and/or a contract for sale between Lessee and Broker. Lessee shall supply copies of weigh scale certification to verify accuracy of weight results. Lessor will be free to contact weigh facilities or purchasing agents from time to time as needed to verify quantities and sale amounts.

Rental payments shall be made on or before June 1<sup>st</sup> of each year for the prior winter rotation crop and on or before December 1<sup>st</sup> of each year for the summer crops and shall be directed to the Public Works Department, 221 West Pine Street, P. O. Box 3006, Lodi, California, 95241-1910, for processing and shall be paid without prior notice or demand.

5. **SECURITY:** Tenant shall post security of \$35,000 to secure its obligations under this agreement. The deposit shall be fully refundable upon Tenant's full satisfaction of the obligations hereunder. In the event Tenant defaults on any of its obligations, Landlord shall be entitled to deduct from the deposit for the full amount of its losses resulting from the default. The security may be in the form of a letter of credit, cash deposit, deed of trust or other form of security in such form and on such terms as is approved by the Lodi City Attorney's Office.
  
6. **USE:** The properties shall be used solely for the purpose of growing, cultivating, fertilizing, irrigating, and harvesting of agricultural crops while ensuring best farm practices, consistent with the terms of this lease, are maintained. During the term of this Lease it is understood and agreed by the parties hereto that Lessee shall be required to accept industrial wastewater, treated domestic effluent, and biosolids from City's White Slough Water Pollution Control Facility. Lessor will make available all excess domestic effluent, at no cost to the Lessee. It is further understood and agreed by Lessee, that Lessee must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating the type of crops that can be grown on the properties during the lease term and any extension thereof. Lessee accepts the properties with the full understanding that the California Department of Health Services regulations (Title 22, Division 4), will limit Lessee to growing only fodder, fiber, or seed crops once industrial wastewater, treated domestic effluent, and biosolids are applied on the properties. Further, Lessee shall be permitted to use the properties for agricultural activities consistent with the terms of this Lease and as permitted by all governmental authorities, including but not limited to, the California Department of Health Services. Further, Lessee agrees to manage the irrigation of the properties with industrial wastewater, treated domestic effluent, and biosolids from the White Slough Facility in such a manner that it will not allow the discharge of any runoff to White Slough, other waters of the Delta, or adjacent private or public property, and meet all regulations imposed by all governmental authorities having proper jurisdiction, including but not limited to, the Central Valley Regional Water Quality Control Board. Lessee shall use and occupy said premises in a quiet, lawful, and orderly manner. Lessor and Lessee further agree that they shall permit no hunting, fishing, or public access to any part of the properties, including Lessee.
  
7. **ACREAGE REQUIREMENTS AND FERTILIZER USE:** Because the primary goal for the leased land is disposal of industrial wastewater, treated domestic effluent, and biosolids, in a manner that meets or exceeds regulatory requirements, it is necessary to define practices which will maximize this goal. To achieve the stated goal on a yearly basis it will henceforth be a requirement of the lease that 350 acres be planted to feed corn. To further maximize this effort a second crop of wheat or oats shall be planted after harvest of the corn. Because there are multiple leased parcels, the portion allotted to each Lessee may be increased or decreased by mutual agreement by tenants to maintain a minimum 350 acres of corn between the Lessees. To manage our goal it will be necessary for Lessee to submit an annual crop plan for each planting cycle along with the necessary harvesting and planting sheets. The plan will include crop type and acreage for each crop. It will also be necessary for Lessee to keep City staff apprised of irrigation and harvesting schedules. To better accomplish this notification, lessor shall install kiosks at several locations that lessee shall use to identify irrigation start and stop times, and harvest schedules for selected fields. Additionally, because loading rates for biosolids are determined by agronomic uptake of nitrogen for the crop, it will be necessary to better coordinate the field loading by ensuring the fields where biosolids are applied are loaded as equally and simultaneously as possible. The City will notify ahead of application days so that the irrigation system is available for this purpose. It will continue to be necessary to prohibit the application of any natural or chemical fertilizers or any other chemical without written approval of the Lessor. Lessor shall employ the services of a licensed agronomist to help City staff and lessee better manage farming practices to meet the desired goals of both parties.

8. **AVAILABILITY OF LESSEE:** Because of the type of operation of the White Slough Water Pollution Control Facility, it is imperative that Lessee or a representative be readily available in case plant personnel must change any plant operation. That representative must be able to understand and speak English. Lessee shall be responsible for keeping the City Public Works Department advised of a current telephone number and contact person(s) who can be reached 7 days a week, 24 hours a day.
9. **REMEDIES ON DEFAULT:** Should Lessee fail to pay any part of the rents herein specified at the times or in the manner provided, or fail to comply with or perform any other of the terms and provisions of the Lease on the part of Lessee to be performed or complied with, then and in that event, Lessor may exercise any and all remedies provided by law or equity by reason of such default, including the right at Lessor's option, of terminating the Lease. In any of such events, Lessor shall be entitled to the immediate possession of said leased premises, and at their option, may enter into and upon said premises without notice to Lessee and exclude Lessee and all persons and all property therefrom, and by process of law or otherwise take and resume possession of said premises. Each and all of Lessor's remedies shall be construed as cumulative and none of them as exclusive of the other or as exclusive of any remedy provided by law or equity.
10. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Lessor. Lessee, or its subtenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers. A copy of Worker's Compensation insurance shall be on file in the Public Works Department.
11. **DITCH, ROAD, AND PROPERTY MAINTENANCE:** Lessee shall maintain and pay all costs of maintaining the irrigation lines, ditches, perimeter fences, and all access roads located on the properties. The perimeter fencing required by the State regulatory agencies will be maintained with material supplied by the City. All ditches and banks shall be kept free from weeds and other obstructions and have sufficient capacity to care for a reasonable head of water. In cases where ditches are not in proper condition to receive water, Lessor shall order the ditches cleaned and failure to do so will be sufficient cause for denial of water. Lessee shall further be responsible, at its sole cost and expense, for maintaining and repairing all improvements located on the properties, including but not limited to, wells, canals, drainage ditches, fences, and other improvements of any nature whatsoever located on the demised premises. Lessee will ensure no damage occurs to ground water monitoring wells located in or near farmed properties by tenant or their agents.
12. **DELIVERY OF WATER:** When the water supply and the capacity of the ditch is such that a rotation basis of delivery is necessary, a system of rotation may be utilized at the discretion of Lessor and may be changed in any section at the discretion of the Lessor. Lessor shall have full authority to stop water delivery if needed for plant operation or on account of any violation of the rules and regulations.
13. **WASTE OF WATER:** Any Lessee over irrigating or wasting water on roads, vacant lands or land previously irrigated, either willfully or carelessly or on account of defective or unclean ditches, poor equipment, or unlevelled land to an unreasonable depth, will be refused the use of water until such conditions are remedied to the satisfaction of Lessor.
14. **FLOOD RISK:** Tenant acknowledges that he is fully acquainted with the demised premises, all facilities affecting the demised premises, and the possibility that the leased premises could be flooded from many causes including, without limitation, the following:

- A. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall or its runoff, earthquakes, levee settlement, and rodents.
- B. Levee overtopping and levee failure due to man-related causes including negligence of Lessor, any reclamation district or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstruction of water flows, and water diversions.
- C. Failure of the drainage system due to natural or man-related causes including negligence of Lessor, any reclamation district, and other governmental agency.
- D. Failure to construct, repair, maintain, or operate levees, drainage, or irrigation facilities, or other facilities, whether due to limited funding or otherwise.
- E. Some localized flooding may occur as a result of Lessee being required to accept industrial wastewater, treated domestic effluent, and biosolids.

Tenant hereby expressly assumes the risk of damage arising out of the above and hereby waives the right (including the right on the part of any insurer through subrogation) to make any claim pertaining to the same as against the State of California, the United States, all reclamation districts, the counties, all other agencies of government, and Lessor and their officers, agents, and employees.

- 15. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign, encumber, convey, or otherwise hypothecate this Lease, in whole or any part, without first obtaining the written consent of Lessor. Lessee shall be permitted to sublet the properties to a responsible person, firm, or corporation, but any such subletting or use by another person, firm, or corporation shall in no way release Lessee from the obligation, conditions, and terms of this Lease. Lessor shall furnish in writing to Lessor the name of any subtenant, and any sublease entered into by Lessee shall incorporate the terms, provisions, and conditions of this Lease.
- 16. **ENTRY BY LESSOR:** Lessor shall have the right at all reasonable times during the term of this Lease to enter said leased premises for the purpose of examining or inspecting the same.
- 17. **REPAIRS:** Lessee shall be solely responsible for all repairs to the properties. Lessee shall notify Lessor, in writing, of any alterations or additions to the leased premises and major alterations or any alteration that would interfere with Lessor's wastewater discharges on the leased premises shall be first approved by Lessor before the same is made. All alterations, additions, or improvements made in, to, or on the demised premises shall, immediately upon the installation thereof, become and be the property of the Lessor and shall remain upon and be surrendered with the premises.  
  
Lessee shall be responsible to Lessor for all damages caused by willful neglect or careless acts and upon his failure to repair such damage after notification by Lessor, such repairs shall be made at his expense by Lessor.
- 18. **ENFORCEMENT OF RULES:** Refusal to comply with the rules and regulations, and the requirements hereof or the interference with the discharge of the duties of Lessor shall be sufficient cause for shutting off the water. Water will not again be furnished until full compliance with all requirements of the rules and regulations or contract agreement.
- 19. **SURRENDER THE PREMISES:** Lessee shall, at the termination of the term hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair reasonable wear and tear and act of God or fire excepted.

20. FEES: Lessee shall pay all personal taxes, licenses fees, or other fees or taxes, levied by any governmental agency which may be imposed upon the business of Lessee or its subtenant which are attributable to Lessee's use of the premises.

If any of the above charges are assessed against the real property, and because of said assessment, the Lessor pays the same, which Lessor will have the right to do regardless of the validity of any such levy, the Lessee upon demand will repay to the Lessor all taxes and other assessments so levied against the Lessor which are due by the Lessee.

Lessor shall pay all real estate taxes and fees for special district assessments of the real property.

21. UTILITIES: Lessee agrees to pay, during the term hereof, all utilities of any nature whatsoever used upon said leased premises except for the run-off collection system located on the property. In the event Lessee creates excessive runoff by over irrigation, Lessee may be required to pay the cost of runoff collection.
22. WASTE: Lessee shall not maintain or commit, nor suffer to be maintained or committed, any nuisance or waste in or about said leased premises, nor do or permit anything to be done in or about said premises, nor keep anything therein, which will in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of said premises, which have been or may hereafter be enacted or promulgated by any public authority.
23. MECHANIC'S LIEN: Lessee agrees to keep said premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Lessee shall not create or suffer to be created any lien or encumbrance on said premises.
24. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatever nature arising from any act, omission, or negligence of Lessee or Lessee's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, or is claimed to have resulted, from any act or omission on the part of Lessee or Lessee's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof. Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance under which the Lessee is named as insured, and containing an additional named insured endorsement naming City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees as additional insured, and under which the insurer agrees to indemnify and hold Lessee and Lessor harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee, or Lessee's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars) per occurrence. In addition to the additional named insured endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi and Appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Lessor within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of Lessee.

25. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of this leasehold, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Lessor may, without notice or demand, terminate this Lease and forthwith reenter and repossess the properties, and remove all persons therefrom, and under no circumstances shall this Lease be assignable or transferable by operation of law.
26. **EMINENT DOMAIN:** If the whole or any portion of the premises hereby leased shall be taken by any public authority under the power of eminent domain, whether by negotiation or otherwise, then the term of this Lease shall cease as of the date possession is taken by such authority as to that portion taken, and the rental thereafter due or payable shall be reduced for the portion taken at the rental rate per acre then in effect. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall be the property of Lessor. Provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, business leasehold improvements, and crops.
27. **ATTORNEY'S FEES:** In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said demised premises, or for the breach, or to restrain the breach, of any of the terms, conditions, or covenants of this Lease, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
28. **WAIVER:** Failure of Lessor to insist upon performance of any of the terms or conditions of this Lease in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Lessee's obligations to such future performance shall continue in full force and effect. The receipt by Lessor of rent, with the knowledge of the breach of any agreement or condition hereof, shall not be determined to be a waiver of any such breach.
29. **ACCEPTANCE OF LEASEHOLD ESTATE:** Lessee has examined the leased premises, knows the conditions thereof, and accepts possession thereof in their condition.
30. **TERMINATION OF LEASE:**
  - A. By Lessee. Lessee shall be permitted to terminate this Lease at its option in the event governmental laws, rules, or regulations, including, but not limited to, those promulgated by the California Regional Water Quality Control Board or the California Department of Health Services, prohibit the growing of any crop on the properties. In the event Lessee terminates this Lease as provided above, crop payments shall be due for crops harvested prior to the date of termination.

Lessee shall also be permitted to terminate this Lease for any reason whatsoever if written notice is given to Lessor six (6) months prior to the end of any individual year covered under this lease. Lessee shall be responsible for all crop payments due for the entire calendar year in which such notice is given.
  - B. By Lessor. Lessor may terminate this lease if it determines, in its sole discretion, that the demised premises are necessary for any City function or any other purpose

approved by the City Council. In such cases, the Lessor shall give to the Lessee six (6) months written notice thereof, and crop payments shall be due for crops harvested prior to date of termination.

31. ACCESS: Lessee shall be permitted reasonable access over adjacent City property owned by Lessor for ingress and egress purposes.
32. CONTRACT: This written agreement constitutes the entire contract between the Lessee and Lessor, and no representation or agreement, unless expressed herein, shall be binding on the Lessor or Lessee.
33. BINDING ON HEIRS: This Lease shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, but nothing in this paragraph contained shall be construed to modify or impair in any manner any of the provisions and restrictions of this Lease relating to the assignment of this Lease, or of any interest therein, or to the subletting or underletting of said leased premises or any part thereof.

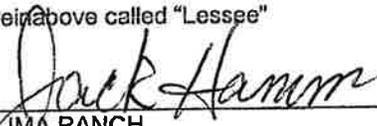
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date and year first above written.

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

By   
BLAIR KING, City Manager

  
RANDY JOHL  
City Clerk

Hereinabove called "Lessee"

By   
LIMA RANCH

Approved as to Form:

  
D. STEPHEN SCHWABAUER  
City Attorney

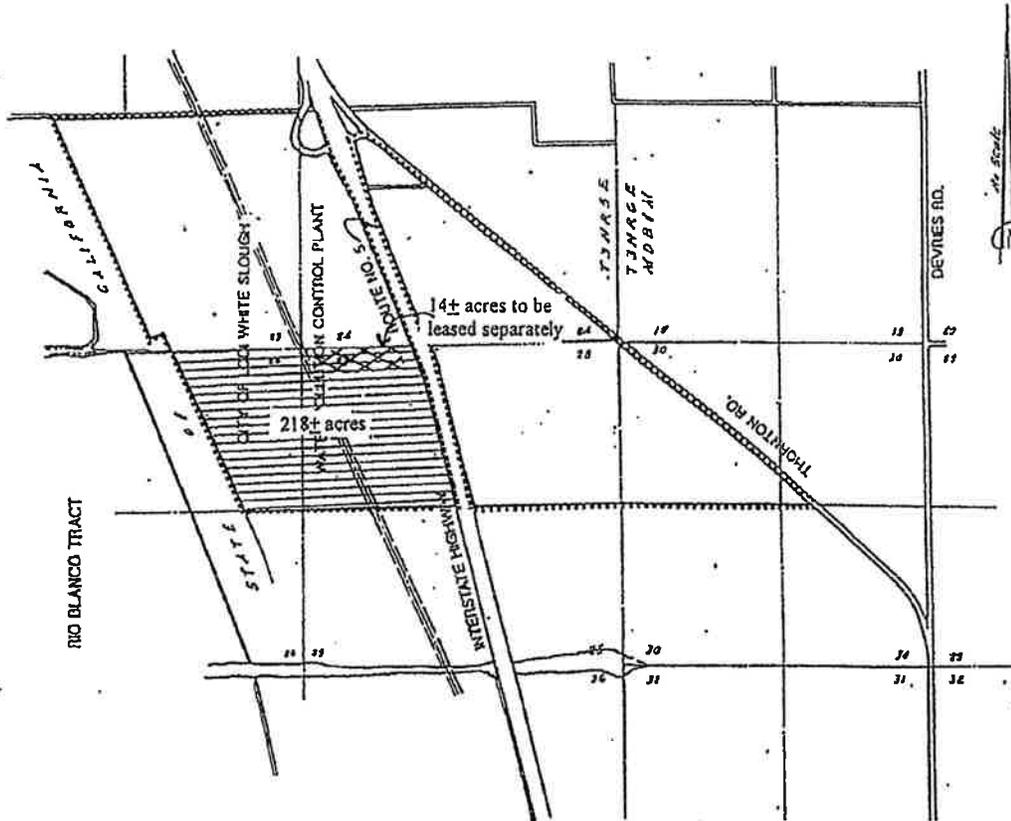


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A

Lease for 219± acres agricultural land at White Slough Water Pollution Control Facility



NOT TO SCALE

The property to be leased is described as that real property situated in the City of Lodi, County of San Joaquin, State of California described as follows:

A portion of the North half of sections 25 and 26, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

beginning at a point on the westerly line of said Section 25; distant along said line North 83°22'52" East, 3407.21 feet from the Northwest corner of said Section 25, said point being also the Northwest corner of said parcel of land deeded to the State of California and recorded November 5, 1970 in Book 3455, page 428, San Joaquin County Records; thence along the westerly line of said parcel the following four courses: (1) South 15°12'22" East, 122.24 feet; (2) South 15°29'46" East, 364.22 feet; (3) South 13°21'29" East, 2,225.73 feet; (4) South 13°02'23" East, 29.34 feet to a point in the South line of the North half of said Section 25; thence westerly, along the South line of the North half of said Sections 25 and 26 to the southeasterly corner of that parcel of land described as Unit 3 in deed to the State of California and recorded December 16, 1970 in Book 3447, page 349, San Joaquin County Records; thence North 22°22'15" West, along the easterly line of said parcel, 2590.74 feet to a point in the North line of said Section 25; thence easterly, along the North line of Section 25 and Section 26 to the point of beginning.

Containing 214.7 acres, more or less.

Except therefrom 16± unfarmable acres.

LEASE EXTENSION AGREEMENT  
LEASE FOR AGRICULTURAL LAND

THIS CONTRACT EXTENSION AGREEMENT, made and effective this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Lessor", and KIRSCHENMAN FARMS, hereinafter called "Lessee."

WITNESSETH:

1. CONTRACT: Lessor and Lessee, entered into a contract on July 10, 2008 for the lease of agricultural land at White Slough Water Pollution Control Facility which expires on December 31, 2013.
2. TERM AND TERMS: The term of this Lease Extension Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and terminating December 31, 2018. The Agreement may be extended by mutual agreement of the parties for an additional term as specified. All other terms and conditions will remain as set forth in the Lease for Agricultural Land attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

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

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

KIRSCHENMAN FARMS,  
hereinabove called "Lessee"

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

Attest:

\_\_\_\_\_  
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCWABAUER, City Attorney



LEASE  
FOR  
AGRICULTURAL LAND  
at

White Slough Water Pollution Control Facility

THIS LEASE, made and entered into this 10<sup>th</sup> day of July, 2008, by and between the CITY OF LODI, a municipal corporation, hereinafter called Lessor, and KIRSCHENMAN FARMS hereinafter called Lessee.

WITNESSETH:

1. **PROPERTIES:** That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by said Lessee, said Lessee does hereby lease, hire, and take from said Lessor, those certain properties described as follows:

Those certain properties described in Exhibit A attached hereto, and by this reference made a part hereof. Property to be leased totals 659 acres ±.

2. **EXTENSION:** Although the current lease does not expire until December 31, 2008, it is a condition of this extension that Lessee agrees to apply the requirements of this lease extension in the final year of the current lease.

3. **TERM:** The term of this Lease shall be for a period of five (5) years, commencing January 1, 2008, and terminating at midnight on December 31, 2013. In order that the tenants have adequate time to plan their farming operations, bids for the lease of this property after December 31, 2013, will be called for approximately one year before that date.

4. **RENT:** In consideration of said Lease, Lessee agrees to pay to Lessor as rent for the demised premises based on the gross value of crops produced on the properties. The amount paid by Lessee shall be 20% of gross receipts for crops grown, including any deferred payments, credits, stock, or other compensation including crop insurance payments. If a crop is successfully produced but not sold, the value will be determined by similar sales by other tenants or market rates for the crops.

Fallowed acreage shall be assessed a flat fee of \$100.00 per acre in lieu of gross percentage. Planted acreage left unattended shall also be assessed a flat fee of \$100.00 per acre.

Lessee shall maintain adequate records of crop yields and gross receipts, and make such records available to Lessor for purposes of verification.

For the purposes of this lease gross receipts shall mean the total revenue of any sort received by Lessee at sale of crop. No reduction of gross will be allowed for any cost incurred by Lessee due to planting, growing, harvesting, or hauling of crop. Any additional cost incurred by Lessee for services by others in conjunction with the above crop production practices will also not reduce gross receipts.

Methods of verification may include any or all of the following; weigh tickets, sale receipts, and/or a contract for sale between Lessee and Broker. Lessee shall supply copies of weigh scale certification to verify accuracy of weight results. Lessor will be free to contact weigh facilities or purchasing agents from time to time as needed to verify quantities and sale amounts.

Rental payments shall be made on or before June 1<sup>st</sup> of each year for the prior winter rotation crop and on or before December 1<sup>st</sup> of each year for the summer crops and shall be directed to the Public Works Department, 221 West Pine Street, P. O. Box 3006, Lodi, California, 95241-1910, for processing and shall be paid without prior notice or demand.

5. SECURITY: Tenant shall post security of \$75,000 to secure its obligations under this agreement. The deposit shall be fully refundable upon Tenant's full satisfaction of the obligations hereunder. In the event Tenant defaults on any of its obligations, Landlord shall be entitled to deduct from the deposit for the full amount of its losses resulting from the default. The security may be in the form of a letter of credit, cash deposit, deed of trust or other form of security in such form and on such terms as is approved by the Lodi City Attorney's Office.
6. USE: The properties shall be used solely for the purpose of growing, cultivating, fertilizing, irrigating, and harvesting of agricultural crops while ensuring best farm practices, consistent with the terms of this lease, are maintained. During the term of this Lease it is understood and agreed by the parties hereto that Lessee shall be required to accept industrial wastewater, treated domestic effluent, and biosolids from City's White Slough Water Pollution Control Facility. Lessor will make available all excess domestic effluent, at no cost to the Lessee. It is further understood and agreed by Lessee, that Lessee must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating the type of crops that can be grown on the properties during the lease term and any extension thereof. Lessee accepts the properties with the full understanding that the California Department of Health Services regulations (Title 22, Division 4), will limit Lessee to growing only fodder, fiber, or seed crops once industrial wastewater, treated domestic effluent, and biosolids are applied on the properties. Further, Lessee shall be permitted to use the properties for agricultural activities consistent with the terms of this Lease and as permitted by all governmental authorities, including but not limited to, the California Department of Health Services. Further, Lessee agrees to manage the irrigation of the properties with industrial wastewater, treated domestic effluent, and biosolids from the White Slough Facility in such a manner that it will not allow the discharge of any runoff to White Slough, other waters of the Delta, or adjacent private or public property, and meet all regulations imposed by all governmental authorities having proper jurisdiction, including but not limited to, the Central Valley Regional Water Quality Control Board. Lessee shall use and occupy said premises in a quiet, lawful, and orderly manner. Lessor and Lessee further agree that they shall permit no hunting, fishing, or public access to any part of the properties, including Lessee.
7. ACREAGE REQUIREMENTS AND FERTILIZER USE: Because the primary goal for the leased land is disposal of industrial wastewater, treated domestic effluent, and biosolids, in a manner that meets or exceeds regulatory requirements, it is necessary to define practices which will maximize this goal. To achieve the stated goal on a yearly basis it will henceforth be a requirement of the lease that 350 acres be planted to feed corn. To further maximize this effort a second crop of wheat or oats shall be planted after harvest of the corn. Because there are multiple leased parcels, the portion allotted to each Lessee may be increased or decreased by mutual agreement by tenants to maintain a minimum 350 acres of corn between the Lessees. To manage our goal it will be necessary for Lessee to submit an annual crop plan for each planting cycle along with the necessary harvesting and planting sheets. The plan will include crop type and acreage for each crop. It will also be necessary for Lessee to keep City staff apprised of irrigation and harvesting schedules. To better accomplish this notification, lessor shall install kiosks at several locations that lessee shall use to identify irrigation start and stop times, and harvest schedules for selected fields. Additionally, because loading rates for biosolids are determined by agronomic uptake of nitrogen for the crop, it will be necessary to better coordinate the field loading by ensuring the fields where biosolids are applied are loaded as equally and simultaneously as possible. The City will notify ahead of application days so that the irrigation system is available for this purpose. It will continue to be necessary to prohibit the application of any natural or chemical fertilizers or any other chemical without written approval of the Lessor. Lessor shall employ the services of a licensed agronomist to help City staff and lessee better manage farming practices to meet the desired goals of both parties.

8. **AVAILABILITY OF LESSEE:** Because of the type of operation of the White Slough Water Pollution Control Facility, it is imperative that Lessee or a representative be readily available in case plant personnel must change any plant operation. That representative must be able to understand and speak English. Lessee shall be responsible for keeping the City Public Works Department advised of a current telephone number and contact person(s) who can be reached 7 days a week, 24 hours a day.
9. **REMEDIES ON DEFAULT:** Should Lessee fail to pay any part of the rents herein specified at the times or in the manner provided, or fail to comply with or perform any other of the terms and provisions of the Lease on the part of Lessee to be performed or complied with, then and in that event, Lessor may exercise any and all remedies provided by law or equity by reason of such default, including the right at Lessor's option, of terminating the Lease. In any of such events, Lessor shall be entitled to the immediate possession of said leased premises, and at their option, may enter into and upon said premises without notice to Lessee and exclude Lessee and all persons and all property therefrom, and by process of law or otherwise take and resume possession of said premises. Each and all of Lessor's remedies shall be construed as cumulative and none of them as exclusive of the other or as exclusive of any remedy provided by law or equity.
10. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Lessor. Lessee, or its subtenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers. A copy of Worker's Compensation insurance shall be on file in the Public Works Department.
11. **DITCH, ROAD, AND PROPERTY MAINTENANCE:** Lessee shall maintain and pay all costs of maintaining the irrigation lines, ditches, perimeter fences, and all access roads located on the properties. The perimeter fencing required by the State regulatory agencies will be maintained with material supplied by the City. All ditches and banks shall be kept free from weeds and other obstructions and have sufficient capacity to care for a reasonable head of water. In cases where ditches are not in proper condition to receive water, Lessor shall order the ditches cleaned and failure to do so will be sufficient cause for denial of water. Lessee shall further be responsible, at its sole cost and expense, for maintaining and repairing all improvements located on the properties, including but not limited to, wells, canals, drainage ditches, fences, and other improvements of any nature whatsoever located on the demised premises. Lessee will ensure no damage occurs to ground water monitoring wells located in or near farmed properties by tenant or their agents.
12. **DELIVERY OF WATER:** When the water supply and the capacity of the ditch is such that a rotation basis of delivery is necessary, a system of rotation may be utilized at the discretion of Lessor and may be changed in any section at the discretion of the Lessor. Lessor shall have full authority to stop water delivery if needed for plant operation or on account of any violation of the rules and regulations.
13. **WASTE OF WATER:** Any Lessee over irrigating or wasting water on roads, vacant lands or land previously irrigated, either willfully or carelessly or on account of defective or unclean ditches, poor equipment, or unlevelled land to an unreasonable depth, will be refused the use of water until such conditions are remedied to the satisfaction of Lessor.
14. **FLOOD RISK:** Tenant acknowledges that he is fully acquainted with the demised premises, all facilities affecting the demised premises, and the possibility that the leased premises could be flooded from many causes including, without limitation, the following:

- A. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall or its runoff, earthquakes, levee settlement, and rodents.
- B. Levee overtopping and levee failure due to man-related causes including negligence of Lessor, any reclamation district or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstruction of water flows, and water diversions.
- C. Failure of the drainage system due to natural or man-related causes including negligence of Lessor, any reclamation district, and other governmental agency.
- D. Failure to construct, repair, maintain, or operate levees, drainage, or irrigation facilities, or other facilities, whether due to limited funding or otherwise.
- E. Some localized flooding may occur as a result of Lessee being required to accept industrial wastewater, treated domestic effluent, and biosolids.

Tenant hereby expressly assumes the risk of damage arising out of the above and hereby waives the right (including the right on the part of any insurer through subrogation) to make any claim pertaining to the same as against the State of California, the United States, all reclamation districts, the counties, all other agencies of government, and Lessor and their officers, agents, and employees.

- 15. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign, encumber, convey, or otherwise hypothecate this Lease, in whole or any part, without first obtaining the written consent of Lessor. Lessee shall be permitted to sublet the properties to a responsible person, firm, or corporation, but any such subletting or use by another person, firm, or corporation shall in no way release Lessee from the obligation, conditions, and terms of this Lease. Lessor shall furnish in writing to Lessor the name of any subtenant, and any sublease entered into by Lessee shall incorporate the terms, provisions, and conditions of this Lease.
- 16. **ENTRY BY LESSOR:** Lessor shall have the right at all reasonable times during the term of this Lease to enter said leased premises for the purpose of examining or inspecting the same.
- 17. **REPAIRS:** Lessee shall be solely responsible for all repairs to the properties. Lessee shall notify Lessor, in writing, of any alterations or additions to the leased premises and major alterations or any alteration that would interfere with Lessor's wastewater discharges on the leased premises shall be first approved by Lessor before the same is made. All alterations, additions, or improvements made in, to, or on the demised premises shall, immediately upon the installation thereof, become and be the property of the Lessor and shall remain upon and be surrendered with the premises.  
  
Lessee shall be responsible to Lessor for all damages caused by willful neglect or careless acts and upon his failure to repair such damage after notification by Lessor, such repairs shall be made at his expense by Lessor.
- 18. **ENFORCEMENT OF RULES:** Refusal to comply with the rules and regulations, and the requirements hereof or the interference with the discharge of the duties of Lessor shall be sufficient cause for shutting off the water. Water will not again be furnished until full compliance with all requirements of the rules and regulations or contract agreement.
- 19. **SURRENDER THE PREMISES:** Lessee shall, at the termination of the term hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair reasonable wear and tear and act of God or fire excepted.

20. FEES: Lessee shall pay all personal taxes, licenses fees, or other fees or taxes, levied by any governmental agency which may be imposed upon the business of Lessee or its subtenant which are attributable to Lessee's use of the premises.

If any of the above charges are assessed against the real property, and because of said assessment, the Lessor pays the same, which Lessor will have the right to do regardless of the validity of any such levy, the Lessee upon demand will repay to the Lessor all taxes and other assessments so levied against the Lessor which are due by the Lessee.

Lessor shall pay all real estate taxes and fees for special district assessments of the real property.

21. UTILITIES: Lessee agrees to pay, during the term hereof, all utilities of any nature whatsoever used upon said leased premises except for the run-off collection system located on the property. In the event Lessee creates excessive runoff by over irrigation, Lessee may be required to pay the cost of runoff collection.
22. WASTE: Lessee shall not maintain or commit, nor suffer to be maintained or committed, any nuisance or waste in or about said leased premises, nor do or permit anything to be done in or about said premises, nor keep anything therein, which will in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of said premises, which have been or may hereafter be enacted or promulgated by any public authority.
23. MECHANIC'S LIEN: Lessee agrees to keep said premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Lessee shall not create or suffer to be created any lien or encumbrance on said premises.
24. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatever nature arising from any act, omission, or negligence of Lessee or Lessee's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, or is claimed to have resulted, from any act or omission on the part of Lessee or Lessee's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof. Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance under which the Lessee is named as insured, and containing an additional named insured endorsement naming City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees as additional insured, and under which the insurer agrees to indemnify and hold Lessee and Lessor harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee, or Lessee's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars) per occurrence. In addition to the additional named insured endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi and Appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Lessor within ten

(10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of Lessee.

25. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of this leasehold, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Lessor may, without notice or demand, terminate this Lease and forthwith reenter and repossess the properties, and remove all persons therefrom, and under no circumstances shall this Lease be assignable or transferable by operation of law.
26. **EMINENT DOMAIN:** If the whole or any portion of the premises hereby leased shall be taken by any public authority under the power of eminent domain, whether by negotiation or otherwise, then the term of this Lease shall cease as of the date possession is taken by such authority as to that portion taken, and the rental thereafter due or payable shall be reduced for the portion taken at the rental rate per acre then in effect. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall be the property of Lessor. Provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, business leasehold improvements, and crops.
27. **ATTORNEY'S FEES:** In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said demised premises, or for the breach, or to restrain the breach, of any of the terms, conditions, or covenants of this Lease, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
28. **WAIVER:** Failure of Lessor to insist upon performance of any of the terms or conditions of this Lease in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Lessee's obligations to such future performance shall continue in full force and effect. The receipt by Lessor of rent, with the knowledge of the breach of any agreement or condition hereof, shall not be determined to be a waiver of any such breach.
29. **ACCEPTANCE OF LEASEHOLD ESTATE:** Lessee has examined the leased premises, knows the conditions thereof, and accepts possession thereof in their condition.
30. **TERMINATION OF LEASE:**
- A. By Lessee. Lessee shall be permitted to terminate this Lease at its option in the event governmental laws, rules, or regulations, including, but not limited to, those promulgated by the California Regional Water Quality Control Board or the California Department of Health Services, prohibit the growing of any crop on the properties. In the event Lessee terminates this Lease as provided above, crop payments shall be due for crops harvested prior to the date of termination.
- Lessee shall also be permitted to terminate this Lease for any reason whatsoever if written notice is given to Lessor six (6) months prior to the end of any individual year covered under this lease. Lessee shall be responsible for all crop payments due for the entire calendar year in which such notice is given.
- B. By Lessor. Lessor may terminate this lease if it determines, in its sole discretion, that the demised premises are necessary for any City function or any other purpose approved by the City Council. In such cases, the Lessor shall give to the Lessee six (6) months written notice thereof, and crop payments shall be due for crops harvested prior to date of termination.

31. ACCESS: Lessee shall be permitted reasonable access over adjacent City property owned by Lessor for ingress and egress purposes.
32. CONTRACT: This written agreement constitutes the entire contract between the Lessee and Lessor, and no representation or agreement, unless expressed herein, shall be binding on the Lessor or Lessee.
33. BINDING ON HEIRS: This Lease shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, but nothing in this paragraph contained shall be construed to modify or impair in any manner any of the provisions and restrictions of this Lease relating to the assignment of this Lease, or of any interest therein, or to the subletting or underletting of said leased premises or any part thereof.

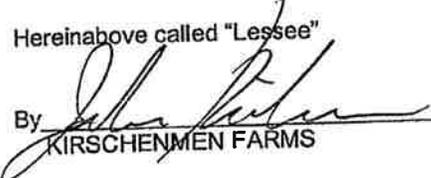
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date and year first above written.

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

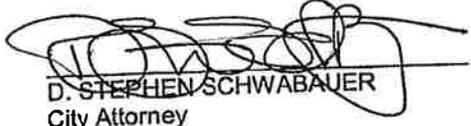
By  \_\_\_\_\_  
BLAIR KING, City Manager

 \_\_\_\_\_  
RANDY JOHL  
City Clerk

Hereinabove called "Lessee"

By  \_\_\_\_\_  
KIRSCHENMEN FARMS

Approved as to Form:

 \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

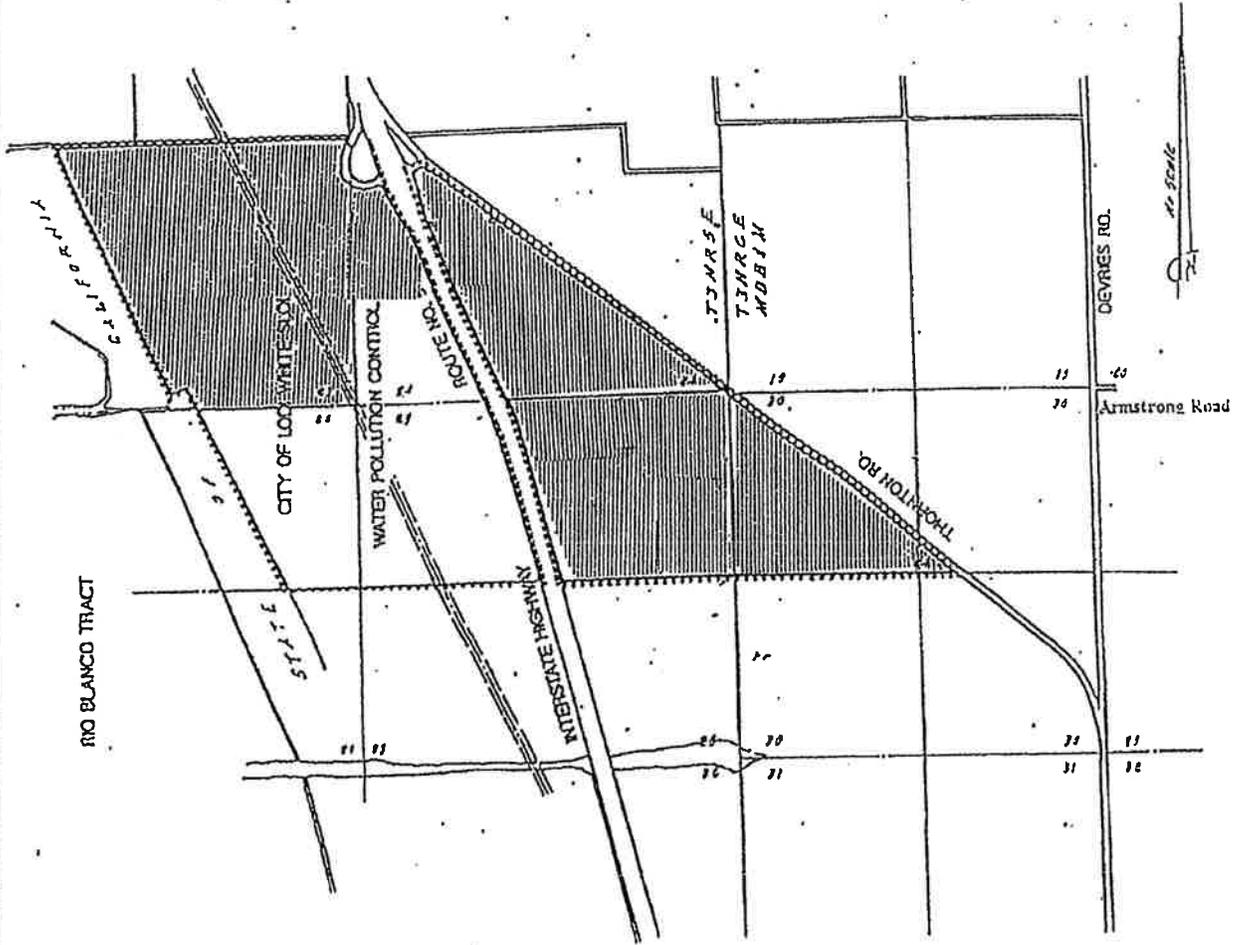


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A

Lease for 659± acres agricultural land at White Slough Water Pollution Control Facility



NOT TO SCALE

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
LEASE EXTENSION AGREEMENTS WITH KIRSCHENMAN  
FARMS AND LIMA RANCH FOR WHITE SLOUGH WATER  
POLLUTION CONTROL FACILITY AGRICULTURAL LEASES

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WHEREAS, the City has two agricultural lease parcels at White Slough Water Pollution Control Facility (WSWPCF) which total approximately 877 acres. Both leases expire on December 31, 2013; and

WHEREAS, the current tenants are Kirschenman Farms (659+ acres) and Lima Ranch (218+ acres), and both tenants have agreed to extensions containing the previous lease amendments; and

WHEREAS, information obtained from the University of California Agricultural Cooperative Extension reflects that lease rates on land where feed and fodder crops are grown typically vary between 15% and 25% of the gross receipts; and

WHEREAS, staff recommends extending the WSWPCF agricultural leases for the period of January 1, 2014 through December 31, 2018, at the current lease rate of 20% of gross receipts.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Lease Extension Agreements with Kirschenman Farms and Lima Ranch for White Slough Water Pollution Control Facility Agricultural Leases for the period of January 1, 2014 through December 31, 2018; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreements on behalf of the City.

Dated: October 2, 2013

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I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$19,978)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System access (\$19,978).

**BACKGROUND INFORMATION:** This is a renewal of the yearly contractual agreement between the City of Lodi Police Department and the County of San Joaquin through its Information Systems Division to provide services which include, but are not limited to, Automated Message Switching System access and Criminal Justice Information System (CJIS) access for Fiscal Year 2013/2014.

The data processing service allows the Police Department to access County warrant information and other criminal justice information housed in the County of San Joaquin database. This information is critical to local law enforcement. Without access to the Automated Message Switching/CJIS Systems, the Police Department will not be able to conduct checks on individuals with local warrants, probation status of offenders and inmate records such as custody status, trial status, adjudications and sentencing.

**FISCAL IMPACT:** Estimated cost is \$19,978.

**FUNDING AVAILABLE:** Fiscal Year 2013/2014 Budget (101031)

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Jordan Ayers  
Deputy City Manager

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Mark Helms  
Chief of Police

MH/pjt

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2013, by and between the **COUNTY OF SAN JOAQUIN**, through its Information Systems Division, hereinafter referred to as "**COUNTY**" and **CITY OF LODI**, hereinafter referred to as "**AGENCY**";

### **WITNESSETH:**

**WHEREAS, COUNTY** provides services and/or equipment listed in Attachment "A" hereinafter referred to as "**COMPUTER SERVICES**" to **AGENCY**; and

**WHEREAS, COUNTY** has certain computer equipment and is able to provide information services which **AGENCY** desires to use in its operations;

**WHEREAS, COUNTY'S** Information Systems Division services offered to **AGENCY** under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the **COMPUTER SERVICES** for information.

**IT IS HEREBY AGREED** between the parties as follows:

1. COMPUTER SERVICES FOR ACCESS TO NON-REDUNDANT, NON-FAULT TOLERANT COMPUTER SYSTEMS

The COUNTY shall provide to AGENCY the COMPUTER SERVICES of COUNTY'S Information Systems Division. The parties expressly acknowledge that the Information Systems Division computer systems are non-fault tolerant, non-redundant systems which do not provide continuous access seven (7) days a week and twenty-four (24) hours a day. The computer systems may go down and be unable to provide COMPUTER SERVICES at any time of day or night for undeterminable periods of time and also must be scheduled to be taken down for maintenance and repairs from time to time. Therefore, COUNTY does not represent that the COMPUTER SERVICES provided under this Agreement will enable AGENCY to receive information from the computer systems within any specific time period. AGENCY has considered the express limitations set forth in this Agreement of the COMPUTER SERVICES, together with the needs of AGENCY, and has determined that AGENCY'S business operations require the use of the services set out in this Agreement.

2. COMPENSATION

- a. COUNTY will provide the COMPUTER SERVICES for the estimated annual amount of compensation as shown in Attachment "A". COUNTY shall bill AGENCY only for actual COMPUTER SERVICES provided, one month after COMPUTER SERVICES are provided. AGENCY shall provide full payment to COUNTY of the billed amount by the fifteenth day of the date of billing. In the event payment is not made in accordance with this provision COUNTY may, at its option, terminate the agreement in accordance with the provisions of Paragraph 5.
- b. In the event that the AGENCY's estimated quantities, as indicated in Attachment "A", are exceeded for any reason, County may evaluate and, if necessary, increase the quantities indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less

than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.

- c. In the event that County's cost of Computer Services are increased due to any reason, County may increase the rate of compensation, as indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.

3. OPTIONAL SERVICE AND EQUIPMENT

COMPUTER SERVICES under this agreement are limited solely to the ongoing services, systems, and equipment listed in Attachment "A" which are in operation on the effective date of this agreement. Services and/or equipment not covered in this agreement may be provided to AGENCY at COUNTY'S option subject to the following conditions:

- a. AGENCY must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and
- b. Additional services, and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount compensation designated in this agreement.

Maintenance in connection with the equipment provided under this agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to AGENCY.

4. TERM

The term of this contract shall be one year beginning July 1, 2013, and ending June 30, 2014.

5. TERMINATION

- a. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Notwithstanding such termination, AGENCY shall compensate COUNTY for the actual COMPUTER SERVICES provided through the date the termination of the contract is effective. If AGENCY fails to timely compensate COUNTY as provided in this contract, AGENCY shall be held liable for the reasonable cost of collecting such compensation including attorneys fees and court costs incurred by COUNTY. In no event shall COUNTY be liable for reimbursing AGENCY for the costs to procure alternative services to those services provided under this Agreement regardless of whether AGENCY or COUNTY initiates termination of the Agreement.
- b. All rental equipment in the possession of AGENCY shall be returned to COUNTY in the same condition as it was delivered to AGENCY, less normal wear and tear. COUNTY shall be compensated by contractor for all loss or damage to said equipment which is not the result of a willful or negligent act by COUNTY and which does not constitute normal wear and tear.

6. INDEMNIFICATION AND HOLD HARMLESS

The AGENCY agrees that it shall indemnify, defend and hold harmless the COUNTY, the members

of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY, or its agents, or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. LIMITATIONS OF LIABILITY

In no event shall COUNTY be responsible for any damage, compensatory, consequential, punitive, or special in the event that the AGENCY is unable to access and/or obtain information from COMPUTER SERVICES of COUNTY. This Agreement shall not be construed to be either a representation or a warranty to AGENCY that it will be able to access and obtain information from the COMPUTER SERVICES at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by AGENCY from the COMPUTER SERVICES. COUNTY shall not be responsible nor liable for the costs to AGENCY to procure alternative services to the services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be AGENCY exclusive remedy:

- a. The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- b. Where such correction or performance of service is not practicable, AGENCY shall be entitled to an equitable credit not to exceed the charges invoiced to AGENCY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to AGENCY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and AGENCY sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that AGENCY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The AGENCY, and the agents and employees of AGENCY, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this agreement is not assignable by AGENCY either in whole or in part.

10. TIME OF THE ESSENCE

Time is the essence of this agreement.

11. MODIFICATIONS

No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

AGENCY shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

This contract may, at the option of COUNTY, be terminated or suspended in whole or in part in the event AGENCY fails to comply with the nondiscrimination clause of the contract. In the event of termination under this paragraph, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

13. CONFIDENTIALITY

AGENCY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the Public Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF LODI, CA

\_\_\_\_\_  
Authorized Signature

Konradt Bartlam, City Manager  
Print Name & Title

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

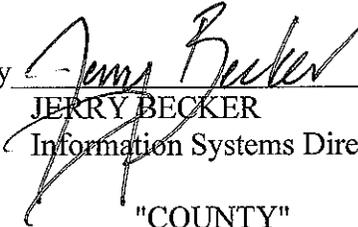
Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
 D. Stephen Schwabauer, City Attorney  
 Janice Magdich, Deputy City Attorney

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a  
political subdivision of the State of  
California

By   
JERRY BECKER  
Information Systems Director  
"COUNTY"

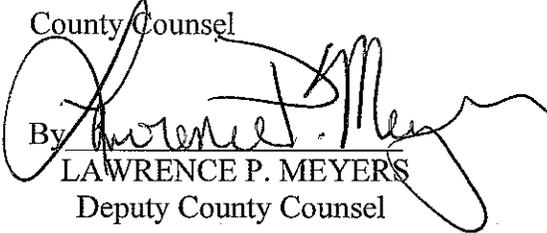
CITY OF LODI

By \_\_\_\_\_

Title \_\_\_\_\_

"AGENCY"

APPROVED AS TO FORM:  
DAVID WOOTEN  
County Counsel

By   
LAWRENCE P. MEYERS  
Deputy County Counsel

Rate Schedule  
Fiscal Year 2013-2014

Computer Services

Automated Message Switching System Access  
CJIS System Access

<u>Service</u>	<u>Estimated Quantity</u>	<u>Type</u>	<u>Estimated Rate</u>	<u>Estimated Annual Cost</u>	<u>Estimated Total</u>
* Special Processing Request	8	Hours	\$ 127.20	\$ 1,017.60	
Transactions	237,000	Each	\$ 0.08	\$ 18,960.00	
<b>Total Estimated Annual Cost</b>					<b>\$ 19,977.60</b>

\* Special Processing Requests require written authorization specifying work to be performed.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT FOR AUTOMATED MESSAGE  
SWITCHING AND CRIMINAL JUSTICE INFORMATION  
SYSTEMS ACCESS FOR FISCAL YEAR 2013-2014

=====

WHEREAS, San Joaquin County provides to the City of Lodi access to Automated Message Switching and Criminal Justice Information Systems (CJIS); and

WHEREAS, San Joaquin County has certain data processing equipment and is able to provide data processing services, which the City of Lodi desires to use in its operations; and

WHEREAS, the Lodi Police Department without access to the Automated Message Switching/CJIS Systems would not be able to access County warrant information and other criminal justice information housed in the County database.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an Agreement for Automated Message Switching and Criminal Justice Information Systems Access with the County of San Joaquin Information System Division, of Stockton, California, in the amount of \$19,978.

Dated: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2013 Edward Byrne Memorial Justice Assistance Grant (\$18,803)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Chief of Police

**RECOMMENDED ACTION:** Adopt resolution authorizing city manager to execute agreement and approve proposed expenditure program for Lodi's share of the 2013 Edward Byrne Memorial Justice Assistance Grant (\$18,803).

**BACKGROUND INFORMATION:** The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding for states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The 2013 JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees.

JAG funds are allocated based on a community's population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. The grant application and requirements were met prior to the July 14, 2013 deadline. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi.

It is proposed that the funding be used to support technology and equipment:

- Mobile computers and technology upgrades \$10,000
  - Department Issued Safety equipment \$ 8,803
- \$18,803

**FISCAL IMPACT:** Acceptance of these grant funds assists the department in meeting its technology and safety equipment needs without using General Fund revenues.

**FUNDING AVAILABLE:** Appropriations and estimated revenues for this grant funding have been included in the 2013/14 adopted budget.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Mark Helms, Chief of Police

MAH/JB/pjt

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lodi 221 West Pine Street Lodi, CA 95241-1910		4. AWARD NUMBER: 2013-DJ-BX-0877	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2014	
		6. AWARD DATE 08/23/2013	7. ACTION  Initial
1A. GRANTEE IRS/VENDOR NO. 946000361		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Technology and Equipment Project		10. AMOUNT OF THIS AWARD \$ 18,803	
		11. TOTAL AWARD \$ 18,803	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Konradt Bartlam City Manager	
17. SIGNATURE OF APPROVING OFFICIAL  <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCALYFUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 18803		21. MDJUGT0661	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Approved as to form

  
City Attorney



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2013-DJ-BX-0877

AWARD DATE 08/23/2013

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
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**AWARD  
CONTINUATIONSHEET  
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*SPECIAL CONDITIONS*

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice  
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**AWARD  
CONTINUATIONSHEET  
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PROJECT NUMBER 2013-DJ-BX-0877

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*SPECIAL CONDITIONS*

16. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
17. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
18. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
19. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



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*SPECIAL CONDITIONS*

20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
21. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
22. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
23. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
25. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
26. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).



Department of Justice  
Office of Justice Programs  
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**AWARD  
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*SPECIAL CONDITIONS*

27. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
31. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
32. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
33. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).



Department of Justice  
Office of Justice Programs  
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*SPECIAL CONDITIONS*

35. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.
36. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at [JAG.Showcase@ojp.usdoj.gov](mailto:JAG.Showcase@ojp.usdoj.gov) or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.
37. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
39. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Lodi

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



**Department of Justice**  
Office of Justice Programs

Bureau of Justice Assistance

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Office of Justice Programs

Washington, D.C. 20531

August 23, 2013

Mr. Konradt Bartlam  
City of Lodi  
221 West Pine Street  
Lodi, CA 95241-1910

Dear Mr. Bartlam:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$18,803 for City of Lodi.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell  
Director

Enclosures



**Department of Justice**  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

August 23, 2013

Mr. Konradt Bartlam  
City of Lodi  
221 West Pine Street  
Lodi, CA 95241-1910

Dear Mr. Bartlam:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2013-DJ-BX-0877

PAGE 1 OF 1

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

**1. STAFF CONTACT (Name & telephone number)**

Zephyr Fraser  
(202) 616-0416

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Chris Piombo  
Operations Bureau Commander  
215 W Elm Street  
Lodi, CA 95241-1910  
(209) 333-5501

**3a. TITLE OF THE PROGRAM**

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Technology and Equipment Project

**5. NAME & ADDRESS OF GRANTEE**

City of Lodi  
221 West Pine Street  
Lodi, CA 95241-1910

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2012 TO: 09/30/2014

**8. BUDGET PERIOD**

FROM: 10/01/2012 TO: 09/30/2014

**9. AMOUNT OF AWARD**

\$ 18,803

**10. DATE OF AWARD**

08/23/2013

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City of Lodi will use their FY 2013 JAG funds to purchase replacement equipment. Specifically, they will replace computer monitors in patrol units and support vehicles; and replace outdated handguns, belts and holsters. The project goals are to increase officer safety and essential law enforcement services. NCA/NCF

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING LODI'S SHARE OF THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT AND ALL NECESSARY FORMS WITH THE DEPARTMENT OF JUSTICE

=====

WHEREAS, the Lodi Police Department submitted a proposal for the 2013 Edward Byrne Memorial Assistance Grant through the Bureau of Justice Assistance for support technology program activities; and

WHEREAS, the activities include replacement of computer hardware, Mobile Data Computers and equipment replacement and upgrades, licensing expenses and the monthly wireless connectivity fees for mobile computers for police vehicles; and

WHEREAS, the Lodi Police Department was awarded the grant by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$18,803.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the grant funds in the amount of \$18,803 from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to support technology program activities as outlined above; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the Agreement and any necessary forms with the Department of Justice for the acceptance of this grant.

Dated: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Cancel the Annual Physical Contract with Co Occupational Medical Partners, Inc.

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Fire Chief

---

**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to cancel the annual physical contract with Co Occupational Medical Partners, Inc.

**BACKGROUND INFORMATION:** The City of Lodi Fire Department contracted with St. Joseph's Regional Health System in 1996 to complete the annual physicals for the Lodi Fire Department's staff. The City of Lodi continued contracting with St. Joseph's until November 2012, when St. Joseph's Regional Health System was acquired by Co Occupational Medical Partners, Inc.

Staff requests the City of Lodi provide appropriate notification of 30 days for the cancellation of the annual physical contract with Co Occupational Medical Partners, Inc. Once the cancellation notification has been submitted, staff will follow up with a new medical services contract at the October 16 City Council meeting.

**FISCAL IMPACT:** None at this time.

**FUNDING AVAILABLE:** N/A

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Larry Rooney  
Fire Chief

LR:po  
cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-\_\_\_\_\_

ADOPT RESOLUTION AUTHORIZING THE CITY  
MANAGER TO CANCEL THE ANNUAL PHYSICAL  
CONTRACT WITH CO OCCUPATIONAL MEDICAL  
PARTNERS, INC.

=====

WHEREAS, the City of Lodi Fire Department contracted with St. Joseph's Regional Health System in 1996 to complete the annual physicals for the Lodi Fire Department's staff. The City of Lodi continued contracting with St. Joseph's until November 2012, when St. Joseph's Regional Health System was acquired by Co Occupational Medical Partners, Inc.; and

WHEREAS, staff recommends that the City of Lodi provide the appropriate 30-day notification of cancellation of the annual physical contract with Co Occupational Medical Partners, Inc.; and

WHEREAS, once the cancellation notification has been submitted, staff will follow up with a new medical services contract at the October 16, 2013 City Council meeting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to tender a 30-day cancellation notice to Co Occupational Medical Partners, Inc., for the Lodi Fire Department Annual Physical contract.

Date: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving Job Description and Salary Range for the Position of Utility Superintendent

**MEETING DATE:** October 2, 2013

**SUBMITTED BY:** Interim Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt resolution approving job description and salary range for the position of Utility Superintendent.

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

In this instance, the employee's job description was updated in 2012 merging the Water/Wastewater Superintendent and the Street/Drainage Superintendent to create the Utility Superintendent. The employee requested a classification review and it has been determined that the employee has greater authority and autonomy and, it is therefore, recommended that the pay scale for the Utility Superintendent be increased by five (5) percent.

Staff requests Council approve the new job description and salary range for Utility Superintendent (See Exhibit A); the new Utility Superintendent salary range would be \$6,495.98 – \$7,895.90 retroactive to April 1, 2013.

The position affected by these actions is within the Mid-Management Group. Staff has met with representatives of the Mid-Management Group to discuss these proposed changes. These proposed changes will result in a net cost of \$5,365 annually.

**FISCAL IMPACT:** A net increase of \$5,365 annually will result from the reclassification.

**FUNDING AVAILABLE:** Funding available through Public Works budget.

\_\_\_\_\_  
Dean Gualco, Interim Human Resources Manager

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager/Internal Services Director

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

## UTILITY SUPERINTENDENT

### DEFINITION

Under general direction, plans, directs, and reviews the maintenance, operation, modification, and improvement of the City's water ~~wells~~production and distribution system, wastewater collection facilities, ~~storm water collection, and~~ landscape, ~~tree~~ and street maintenance. Responsible for the operation and maintenance of water, ~~and~~ wastewater, ~~storm water, and streets~~ infrastructure.

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from higher level personnel and exercises general direction over lower level personnel, including front line supervisors.

### EXAMPLE OF DUTIES

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

Under general direction, plans, directs, and reviews the maintenance, operation, modification, and improvement of the City's water ~~wells~~production and distribution system, wastewater collection facilities, storm water collection and pumping systems, and landscape and street maintenance. Responsible for the operation and maintenance of water, ~~and~~ wastewater, ~~and~~ storm water collection and pumping systems infrastructure; makes recommendations for improvement and construction of ~~utility infrastructure~~water and wastewater facilities.

Responsible for providing safe drinking water to the citizens of Lodi; responsible for properly conveying wastewater to the wastewater treatment facility and collecting and conveying storm water to the storm water pumping facilities. May meet with representatives from Regional and State Water Resources Control Board, California State Health Department, and other agencies regulating water and wastewater facilities.

Benchmark and trend performance metrics that reflect the Division's productivity; studies, plans, organizes, and supervises the activities of the water ~~wells~~production, ~~and~~ distribution system ~~and conservation program~~, and the wastewater collection facilities and storm water system; Coordinate and oversee the mapping and interpretation of data related to utility infrastructure facility maintenance; prepares and analyzes Division activities and reports, including the Division's Annual Report.

Develops and administers landscape contracts for ~~designated City facilities~~, street medians, well sites, pumping stations, ~~and~~ parking lots, ~~and city buildings~~. Develops and administers street preventative maintenance contracts, including seals, striping and related work.

Coordinates work of contractors and ~~City Street Division~~ staff regarding tree maintenance and removal, and street, alley, sidewalk, and parking lot maintenance. Inspects work of contractors for conformance with plans and specifications.

Assists in the preparation and administration of the Division's budget; assumes responsibility for a variety of personnel actions including performing evaluations, training, and disciplinary actions.

Coordinate staff comments for development projects

Prepares and writes general correspondence and Council Communications related to the Division's activities; prepares special reports and studies requested by ~~the~~ higher level personnel; investigates and prepares required memos and reports of claims against the City related to the Division activities.

Handles the more difficult public citizen complaints and public relations matters.

~~Assists in evaluating the monitoring and revenue programs of the industrial wastewater program; P~~prepares billings and estimates for repair and construction work performed by City forces.

Oversee the Division's Computer Maintenance and Management System (CMMS)

Confers with other City personnel and engineering consultants regarding the effectiveness of water and wastewater operations; recommends changes in operating procedures.

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

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge of:**

Water treatment and wastewater conveyance systems and facility operations commensurate with that required for state certification; principles, objectives, and tests used in a biochemical state certified laboratory; design and engineering of water and wastewater systems; related public works operations as they relate to water and wastewater systems, construction and maintenance work.

Materials, methods, tools, and equipment used in the construction, operation, and maintenance of water and wastewater systems.

Materials, methods, tools, and equipment used in construction, operation, and maintenance of street systems, drainage facilities, traffic control devices, herbicides, insecticides, tree and landscape maintenance.

Safety principles, practices, and procedures.

Principles and practices of management and supervision; basic municipal accounting and budgeting practices; report writing techniques.

**Ability to:**

Under general direction, plans, directs, and reviews the maintenance, operation, modification, and improvement of the City's water ~~wells~~ production and distribution system, wastewater collection facilities, landscape and street maintenance, and storm and drainage facilities. ~~Responsible for the operation and maintenance of water, wastewater infrastructure, and storm and drainage infrastructure.~~

Plan, organize, assign, and supervise the work of construction, maintenance, service, and operational personnel, and direct construction and maintenance of streets, alleys, storm drain systems, and traffic control devices.

Analyze Division's operations and recommend improvements; read and interpret plans, specifications, and diagrams used in the design and construction of water and wastewater systems; analyze and interpret federal and state regulations ~~pertaining to the Water Services Division~~; estimate job costs and keep neat and accurate records

Work with other managers and division staff to plan and coordinate personnel and equipment assignments on joint projects with other crews.

Organize and conduct Division training programs.

Establish effective and positive working relationships with employees, contractors, the general public and officials of other governmental agencies.

**EXPERIENCE AND EDUCATION**

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

**Experience:**

Five years of increasingly responsible experience in utilities including construction, maintenance and operation of water or wastewater systems, and streets and drainage, two years of which were in an administrative or supervisory capacity.

**Education:**

The completion of two years of college or the equivalent.

### **LICENSES AND CERTIFICATES**

Possession of a valid Grade III Water Treatment Operator's Certificate.

Possession of a valid Grade IV Water Distribution Operator Certificate at time of appointment.

Possession of a valid Grade III Sewer Collection Maintenance Certificate.

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

### **WORKING CONDITIONS**

Willingness and ability to work emergency overtime and be available on call as required.

**Mobility:** performance of heavy manual labor; crawl, bend, stoop, reach, and climb on occasion.

**Lifting:** lifting and maneuvering various tools, equipment and apparatus weighing up to 50 pounds on occasion.

**Vision:** essential duties require the mental and/or physical ability to read fine print on labels, manuals, maps, and diagrams and with no color deficiencies to work with color-coded wires.

**Dexterity:** frequent grasping, holding, and reaching.

**Hearing/Talking:** frequent hearing and talking in person. May be required to wear ear protection or hear in noisy conditions.

**Emotional/ Psychological:** frequent coworker contact.

**Environmental:** exposure to loud noise; exposure to chemicals, fumes, and other environmental substances; work outdoors under adverse conditions such as at night, in confined and awkward spaces, in heavy traffic, in heat, cold, and rain.

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RESOLUTION NO. 2013-\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE JOB DESCRIPTION AND  
SALARY RANGE FOR THE POSITION OF  
UTILITY SUPERINTENDENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the job specification for the position of Utility Superintendent as attached hereto marked Exhibit A; and

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

UTILITY SUPERINTENDENT				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$6,495.98	\$6,820.78	\$7,161.81	\$7,519.90	\$7,895.90

Dated: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_ was passed and adopted by the Lodi City Council in a regular meeting held October 2, 2013 by the following vote:

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

RANDI JOHL-OLSON  
City Clerk

Revised August 2013

**UTILITY SUPERINTENDENT****DEFINITION**

Under general direction, plans, directs, and reviews the maintenance, operation, modification, and improvement of the City's water wells and distribution system, wastewater collection facilities, storm water collection, landscape, tree and street maintenance. Responsible for the operation and maintenance of water, wastewater, storm water, and streets infrastructure.

**SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from higher level personnel and exercises general direction over lower level personnel, including front line supervisors.

**EXAMPLE OF DUTIES**

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

Under general direction, plans, directs, and reviews the maintenance, operation, modification, and improvement of the City's water wells and distribution system, wastewater collection facilities, storm water collection and pumping systems, and landscape and street maintenance. Responsible for the operation and maintenance of water, wastewater, and storm water collection and pumping systems infrastructure; makes recommendations for improvement and construction of utility infrastructure.

Responsible for providing safe drinking water to the citizens of Lodi; responsible for properly conveying wastewater to the wastewater treatment facility and collecting and conveying storm water to the storm water pumping facilities. May meet with representatives from Regional and State Water Resources Control Board, California State Health Department, and other agencies regulating water and wastewater facilities.

Benchmark and trend performance metrics that reflect the Division's productivity; studies, plans, organizes, and supervises the activities of the water wells and distribution system and the wastewater collection facilities and storm water system; Coordinate and oversee the mapping and interpretation of data related to utility infrastructure facility maintenance; prepares and analyzes Division activities and reports, including the Division's Annual Report.

Develops and administers landscape contracts for, street medians, well sites, pumping stations, and parking lots.  
Develops and administers street preventative maintenance contracts, including seals, striping and related work.

Coordinates work of contractors and City staff regarding tree maintenance and removal, and street, alley, sidewalk, and parking lot maintenance. Inspects work of contractors for conformance with plans and specifications.

Assists in the preparation and administration of the Division's budget; assumes responsibility for a variety of personnel actions including performing evaluations, training, and disciplinary actions.

Coordinate staff comments for development projects

Prepares and writes general correspondence and Council Communications related to the Division's activities; prepares special reports and studies requested by higher level personnel; investigates and prepares required memos and reports of claims against the City related to the Division activities.

Handles the more difficult public citizen complaints and public relations matters.

Prepares billings and estimates for repair and construction work performed by City forces.

Oversee the Division's Computer Maintenance and Management System (CMMS)

Confers with other City personnel and engineering consultants regarding the effectiveness of water and wastewater operations; recommends changes in operating procedures.

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

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

Water treatment and wastewater conveyance systems and facility operations commensurate with that required for state certification; principles, objectives, and tests used in a biochemical state certified laboratory; design and engineering of water and wastewater systems; related public works operations as they relate to water and wastewater systems, construction and maintenance work.

Materials, methods, tools, and equipment used in the construction, operation, and maintenance of water and wastewater systems.

Materials, methods, tools, and equipment used in construction, operation, and maintenance of street systems, drainage facilities, traffic control devices, herbicides, insecticides, tree and landscape maintenance.

Safety principles, practices, and procedures.

Principles and practices of management and supervision; basic municipal accounting and budgeting practices; report writing techniques.

**Ability to:**

Under general direction, plan, direct, and review the maintenance, operation, modification, and improvement of the City's water wells and distribution system, wastewater collection facilities, landscape and street maintenance, and storm and drainage facilities.

Plan, organize, assign, and supervise the work of construction, maintenance, service, and operational personnel, and direct construction and maintenance of streets, alleys, storm drain systems, and traffic control devices.

Analyze Division's operations and recommend improvements; read and interpret plans, specifications, and diagrams used in the design and construction of water and wastewater systems; analyze and interpret federal and state regulations ; estimate job costs and keep neat and accurate records

Work with other managers and division staff to plan and coordinate personnel and equipment assignments on joint projects with other crews.

Organize and conduct Division training programs.

Establish effective and positive working relationships with employees, contractors, the general public and officials of other governmental agencies.

**EXPERIENCE AND EDUCATION**

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

**Experience:**

Five years of increasingly responsible experience in utilities including construction, maintenance and operation of water or wastewater systems, and streets and drainage, two years of which were in an administrative or supervisory capacity.

**Education:**

The completion of two years of college or the equivalent.

**LICENSES AND CERTIFICATES**

Possession of a valid Grade III Water Treatment Operator's Certificate.

Possession of a valid Grade IV Water Distribution Operator Certificate at time of appointment.

Possession of a valid Grade III Sewer Collection Maintenance Certificate.

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

**WORKING CONDITIONS**

Willingness and ability to work emergency overtime and be available on call as required.

**Mobility:** performance of heavy manual labor; crawl, bend, stoop, reach, and climb on occasion.

**Lifting:** lifting and maneuvering various tools, equipment and apparatus weighing up to 50 pounds on occasion.

**Vision:** essential duties require the mental and/or physical ability to read fine print on labels, manuals, maps, and diagrams and with no color deficiencies to work with color-coded wires.

**Dexterity:** frequent grasping, holding, and reaching.

**Hearing/Talking:** frequent hearing and talking in person. May be required to wear ear protection or hear in noisy conditions.

**Emotional/ Psychological:** frequent coworker contact.

**Environmental:** exposure to loud noise; exposure to chemicals, fumes, and other environmental substances; work outdoors under adverse conditions such as at night, in confined and awkward spaces, in heavy traffic, in heat, cold, and rain.



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Set Public Hearing for October 16, 2013 to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees For 2014

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Community Development Department

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**RECOMMENDED ACTION:** Set public hearing for October 16, 2013 to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2014.

**BACKGROUND INFORMATION:** On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Plan includes a schedule of fees to be paid by property owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate for the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. According to the Plan, it is necessary for all jurisdictions covered by the Plan to approve the Habitat Conservation Plan (HCP) fees in order for the jurisdiction to continue to participate in the Plan. The fees are reviewed on an annual basis.

The 2014 per acre fees for all categories of habitat land have increased over 4 percent from the prior year. Fees are calculated based upon appraisal value of easements. Open Space lands have increased from \$6,364 to \$6,656 (4.59 percent). Agriculture and Natural lands (the two largest categories) have increased 4.59 percent from \$12,711 to \$13,295. Fees for Vernal Pool (grasslands) habitat lands increased by 5.28 percent from \$37,087 to \$39,047 and Vernal Pool (wetted lands) increased by 3.40 percent from \$78,311 to \$80,972.

On Thursday, August 22, 2013, the SJCOG Board approved the attached HCP fee schedule for 2014. All local jurisdictions are requested to approve the new fee schedule that will take effect on January 1, 2014.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Konradt Bartlam  
Community Development Director

KB/IB  
Attachment:  
Fee Schedule 2014

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



## SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

### San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Jeff Luigero  
CHAIR

Steve Dresser  
VICE CHAIR

Andrew T. Chasley  
PRESIDENT

Member Agencies  
CITIES OF  
ESCALON,  
LATHROP,  
LODI,  
MANTECA,  
RIPON,  
STOCKTON,  
TRACY,  
AND  
THE COUNTY OF  
SAN JOAQUIN

### 2014 Updated Habitat Fees\*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$6,656
Natural	\$ 13,295
Agriculture	\$ 13,295
Vernal Pool - uplands	\$ 39,047
Vernal Pool - wetted	\$ 80,972

\* Effective January 1, 2014 – December 31, 2014

### 2014 Endowment Fees with In-lieu Land\*\*

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,189.59	\$1,816.28	\$5,005.87
Natural Lands	\$3,189.59	\$1,816.28	\$5,005.87
<b>Vernal Pool Habitat</b>			
<i>Vernal Pool Grasslands</i>	\$600.65	\$6,598.69	\$7,199.34
<i>Vernal Pool Wetted</i>	\$42,525.33	\$6,598.69	\$49,124.02

\*\* Effective January 1, 2014 – December 31, 2014 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C)

### VELB Mitigation

A special fee category shall apply when removal of elderberries occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Set Public Hearing for November 6, 2013, to Consider Unmet Transit Needs in Lodi  
**MEETING DATE:** October 2, 2013  
**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Set public hearing for November 6, 2013, to consider unmet transit needs in Lodi.

**BACKGROUND INFORMATION:** The San Joaquin Council of Governments (SJCOG) is required to conduct an annual assessment of the existing transit system prior to the allocation of Local Transportation Funds for non-transit purposes (TDA Section 99401.5). SJCOG, the San Joaquin Regional Transit District, and local jurisdictions are sponsoring several upcoming Unmet Transit Needs hearings in San Joaquin County, including Lodi. Any comments received from those meetings will be communicated to City staff. It should be noted that many of the comments are given directly via email to SJCOG staff throughout the year.

Unmet Transit Needs are defined as transportation services not currently provided to those residents who use or would use public transportation regularly, if available, to meet their life expectations. SJCOG's Social Services Transportation Committee (SSTAC) will evaluate the comments received based on a reasonableness test of six criteria. The criteria include community acceptance, equity, potential ridership, cost effectiveness, operational feasibility, and funding. The funding criterion requires the imposed service does not cause the public agency to incur expenses in excess of the maximum allocation of TDA funds. Completion of the Draft Unmet Transit Needs study is tentatively scheduled for February 2014 with adoption of the Final Unmet Transit Needs study in April 2014. Dial-A-Ride transit services will be advertised in the local newspaper and available for passengers attending the public hearing on November 6, 2013.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** None required.

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F. Wally Sandelin  
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer  
FWS/PJF/pmf  
cc: Anthony Zepeda, San Joaquin Council of Governments  
Daniel Meza, San Joaquin Council of Governments

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**Comments by the public on non-agenda items**

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

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

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

**Comments by the City Council Members on non-agenda items**



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Adopting a Resolution Approving an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013-14 and the Reallocation of Unused CDBG Funds From Previous Years; and Appropriating Funds (\$109,346)

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Public hearing to consider adopting a resolution approving an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14 and the reallocation of unused CDBG funds from previous years; and appropriating funds (\$109,346).

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

At the time of adoption of the 2013/14 Action Plan the allocation of funds to projects and services were based upon an estimated CDBG award amount of \$597,871 for the year. Subsequent to the adoption of the Action Plan, we received formal notification that our actual award amount was \$649,980. The allocation of the additional \$52,109 received for 2013/14 requires the amendment of the Annual Action Plan.

At the completion of the 2012/13 Program Year, a total of \$57,237 in unused CDBG funds from projects and services will also be included in that Annual Action Plan amendment (Exhibit A). The public review and comment period for this Action Plan amendment began September 2, 2013 and will end October 2, 2013.

**Sources:** A total of \$109,346 is being considered for reallocation.

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
12-03	Hale Park Court Resurfacing	\$38,720
12-05	Graffiti Abatement	\$14,211
12-07	Fair Housing	\$1,225
12-08	Spay/Neuter Program	\$1,959
12-10	Window Project – Lodi House	\$1,122
XXXX	Unallocated 2013-14 CDBG	\$52,109

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**Uses:** The reallocated funds will be distributed as follows:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
12-11 (Existing Project)	Grape Bowl ADA Accessibility	\$57,237
13-03 (Existing Project)	HSS – South Entrance ADA	\$26,792
13-06 (Existing Service)	Hunger Relief Programs	\$1,820
13-08 (Existing Service)	Spay/Neuter Program	\$5,997
13-12 (New Project)	HSS – ADA Pool Chair Lift	\$7,500
13-13 (New Activity)	Small Business Assistance	\$10,000

**Descriptions:**

The reallocation of the additional 2013/14 CDBG funding is recommended as follows:

Hutchins Street Square (HSS) South Entrance ADA

Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing an accessible path of travel into and within an existing facility. These additional funds will allow for the full scope of work to be addressed.

Spay/Neuter Program

Sterilization for feral cats trapped and released within the CDBG Target Area, and for domestic cats and pit-bull dogs from low income households. The additional funding is based upon the City Council's preference for this activity.

Hunger Relief Programs - Second Harvest Food Bank

Funding for operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program. The additional funding brings their allocation to their requested amount.

Small Business Assistance - Small Business Development Center at San Joaquin Delta College

Funding will allow the Small Business Development Center to provide free business consulting services to existing and prospective low-income Lodi small business owners in such areas as startup feasibility assessment, business planning, marketing, financial management and seeking funding. Funding will also allow the SBDC to provide monthly small business startup workshops to provide prospective business owners information and guidance on understanding regulatory requirements. The SBDC will be working with our local Chamber of Commerce and will coordinate with the City's Business Development Coordinator.

Hutchins Street Square (HSS) – ADA Pool Chair Lift

Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing a chair lift that will give entry access into the public pool.

The reallocation of unused 2012/13 CDBG funding is recommended as follows:

Grape Bowl ADA Accessibility

These additional funds, along with other funding sources, will add a ramp that will provide permanently disabled persons access to the lower tier ADA seating that was not anticipated in the original scope of work.

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

**FUNDING AVAILABLE:** Funding Source:  
4591.5564 – CDBG (\$109,346)

Requested Appropriation:  
4591211.7700 – Grape Bowl ADA Improvements II (\$57,237)  
4591303.7700 – HSS – South Entrance ADA (\$26,792)  
4591306.7700 – Hunger Relief Programs (\$1,820)  
4591308.7700 – Spay/Neuter Program (\$5,997)  
4591312.7700 – HSS ADA Pool Chair Lift (\$7,500)  
4591313.7700 – Small Business Assistance (\$10,000)

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Jordan Ayers, Deputy City Manager

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Konradt Bartlam  
Community Development Director

KB/jw

Attachments

# **Exhibit A**

## **2013-14 ANNUAL ACTION PLAN AMENDMENT #1**

**2013-14**

**Community Development Block Grant**

**Annual Action Plan  
Amendment #1**

***DRAFT***

**September 2, 2013**



## I. INTRODUCTION

The 2013-14 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of low-income households. This is the fifth year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The 2013-14 Annual Action Plan was adopted on May 1, 2013, based upon an estimated annual allocation of \$597,871 from the federal Community Development Block Grant (CDBG) program. Subsequent to that adoption and submittal to the U.S. Department of Housing and Urban Development (HUD), we received formal notification that our actual annual allocation amount was \$649,980. The additional \$52,109 received for 2013-14 has been temporarily documented as project contingency funds for cost overruns as permitted under 24 CFR 91.220(l)(1)(i), and will be allocated to specific projects/services through this Action Plan amendment.

Upon the close out of 2012-13 CDBG projects and services, the City has identified two projects and three public services which have funding available for reallocation. The two projects have been completed and had costs that were lower than anticipated, leaving a balance available for reallocation. The three public services were not able to use their entire allocation by June 30, 2013. Those remaining funds from both projects and services will need to be reallocated to either new or existing projects. The total available for reallocation is \$60,286.

That reallocation amount, together with the additional \$52,109 received for 2013-14, provides a total of \$112,395 for distribution through this Action Plan amendment process.

Questions regarding this Action Plan amendment should be directed to:

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

The Action Plan amendment is available for public review during a 30-day public comment period from September 2, 2013 to October 2, 2013. A public notice announcing its availability was published in the *Lodi News-Sentinel* on August 30, 2013. A public hearing on the Amendment will be held on October 2, 2013, at the Lodi City Council meeting.

## II. REALLOCATED FUNDS

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

Project Number	Project/Public Service Name	Balance for Transfer
12-03	Hale Park Court Resurfacing	\$41,770
12-05	Graffiti Abatement	\$14,211
12-07	Fair Housing	\$1,225
12-08	Spay/Neuter Program	\$1,959
12-10	Window Replacement – Lodi House	\$1,122
		<b>\$60,286</b>

The following fund balance is being considered for allocation to eligible 2013-14 projects and/or services:

Project Number	Project/Public Service Name	Balance for Transfer
13-99	Additional 2013-14 CDBG Funding	\$52,109

## III. ACTIVITY CHANGES

The City has identified new and existing activities to which it will commit the additional 2013-14 CDBG funding and the reallocated 2012-13 CDBG funding. In order to commit a substantial amount of funding to existing activities, or to create new activities, the City must amend the 2013-14 Annual Action Plan.

A description of the activities and proposed funding follows:

### ***PUBLIC FACILITIES***

**Hutchins Street Square - South Entrance ADA**, Parks, Recreation & Cultural Services  
Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing accessible paths of travel into and within an existing facility.

Output: One public facility improvement completed.

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

Goals Addressed: CD-1

Funding: \$75,000 – 2013-14 CDBG

\$26,792 – Additional 2013-14 CDBG  
\$101,792 – NEW TOTAL

**Grape Bowl ADA Accessibility Project**, Public Works Dept.

The Public Works Department has already completed work to remove barriers to accessibility by permanently disabled persons by providing accessible paths of travel into and within an existing facility. This work included creating an at-grade entrance to the field's west end, new ticket booth and concession stands, and restroom upgrades, new ADA seating and accessible ramps to those seating areas. These additional funds will add a ramp that is necessary for permanently disabled persons to access lower tier ADA seating that was not anticipated in the original scope of work.

Output: Public facility improvement.

Outcome Category: Accessibility for the purpose of providing a suitable living environment.

Goals Addressed: CD-6

Funding: \$485,000 – Existing 2012-13 CDBG  
\$60,286 – Reallocated 2012-13 CDBG  
\$545,286 – NEW TOTAL

**Hutchins Street Square – ADA Pool Chair Lift**, Parks, Recreation & Cultural Services

Improvements necessary remove barriers to accessibility by permanently disabled persons by providing a chair lift at the public pool.

Output: One public facility improvement completed.

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

Goals Addressed: CD-1

Funding: \$7,500 – Additional 2013-14 CDBG  
\$7,500 TOTAL

|

## **PUBLIC SERVICES**

### **Spay/Neuter Program, LPD - Animal Services**

Sterilization for Feral cats trapped and released within the CDBG Target Area, as well as both friendly cats and pit-bull dogs from low income households.

Output: 150 persons assisted (low-income households)  
150 cats neutered (low-income areas)

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

Goals Addressed: CD-1, CD-3

Funding: \$20,000 – 2013-14 CDBG  
\$5,997 – Additional 2013-14 CDBG  
\$25,997 – NEW TOTAL

### **Hunger Relief Programs, Second Harvest**

Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program. Funding will allow Second Harvest Food Bank to purchase foods that are not typically donated to the food bank (e.g., meat and dairy products).

Output: 6,943 persons assisted.

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

Goals Addressed: CD-3

Funding: \$8,180 – 2013-14 CDBG  
\$1,820 – Additional 2013-14 CDBG  
\$10,000 – NEW TOTAL

## **ECONOMIC DEVELOPMENT**

### **Small Business Assistance, Small Business Development Center (SBDC) – San Joaquin Delta College**

Funding will allow SBDC to provide free business consulting services to existing and prospective low-income Lodi small business owners in such areas as start up feasibility assessment, business planning, marketing, financial management and seeking financing. Funding will also allow SBDC to provide monthly small business start up workshops to provide prospective business owners information and guidance on understanding regulatory requirements.

Output: 10 micro-enterprises assisted

Outcome Category: Support economic development and employment opportunities in the City's CDBG target areas.

Goals Addressed: CD-2

Funding: \$0 – 2013-14 CDBG  
\$10,000 – Additional 2013-14 CDBG  
\$10,000 – NEW TOTAL

## **IV. REVISED OBJECTIVES/OUTCOMES**

### **OBJECTIVES**

With the adoption of the Annual Action Plan, the City identified the following key objectives for the 2013-14 funding period:

- Improve the ability of elderly and disabled residents to access their homes, the City's public facilities, and City streets and sidewalks.
- Increase the supply of affordable housing.
- Improve the condition of the City's housing stock.
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas.
- Support community organizations to make improvements to their facilities.
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents.

With the additional 2013-14 CDBG funding, the following objective will be added to the Annual Action Plan:

- Support economic development and employment opportunities with the goal of developing small businesses and improving living conditions for low-income households.

|

## **OUTCOMES**

With the adoption of the Annual Action Plan, the City identified the following outcomes for the 2013-14 funding period:

### **Housing**

The City will fund the weatherization of the Housing Authority's six-unit apartment complex in Lodi.

### **Public Facilities**

Barriers to the disabled and elderly will be removed as part of public facility, parks and right-of-way improvement projects. Public facility and parks improvements will also benefit low-income areas and target populations (elderly, homeless and disabled), and remove blighting influences.

### **Public Services**

Public service programs will reduce blight, reduce hazards to health and safety, and meet basic human needs.

With the additional 2013-14 CDBG funding, the following outcome will be added to the Annual Action Plan:

### **Economic Development – Micro-Enterprise Assistance**

Economic development activities will foster the development of small businesses owned by low-income persons.

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Joseph Wood, Neighborhood Services	5. DATE:	10/2/13
4. DEPARTMENT/DIVISION:	Community Development		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	459	4591	5564	CDBG	\$ 109,346.00
B. USE OF FINANCING	459	4591211	7700	Grape Bowl ADA Improvements	\$ 57,237.00
	459	4591303	7700	HSS - South Entrance ADA	\$ 26,792.00
	459	4591306	7700	Hunger Relief Programs	\$ 1,820.00
	459	4591308	7700	Spay/Neuter Program	\$ 5,997.00
	459	4591312	7700	HSS ADA Pool Chair Lift	\$ 7,500.00
	459	4591313	7700	Small Business Assistance	\$ 10,000.00

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

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

**Allocation of previously unallocated CDBG funds FY 13-14 and reallocation of unused CDBG funds from prior years**

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

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

Department Head Signature:  \_\_\_\_\_

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN AMENDMENT OF THE 2013-14 ACTION PLAN TO ACCOMMODATE THE ALLOCATION OF PREVIOUSLY UNALLOCATED FUNDS RECEIVED IN 2013-14, AND THE REALLOCATION OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM PREVIOUS YEARS, AND FURTHER APPROPRIATING FUNDS

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

WHEREAS, at the time of adoption of the 2013/14 Action Plan the allocation of CDBG funds to projects and services were based upon an estimated CDBG award amount of \$597,871 for the year. Subsequent to the adoption of the Action Plan, we received formal notification that our actual award amount was \$649,980. The allocation of the additional \$52,109 received for 2013/14 requires the amendment of the Annual Action Plan.

WHEREAS, at the completion of the 2012/13 Program Year, a total of \$57,237 in unused CDBG funds from projects and services will also be included in that Annual Action Plan amendment (Exhibit A).

WHEREAS, the City has identified the following six sources that have a total of \$57,237 in CDBG funding available for reallocation:

12-03	Hale Park Court Resurfacing	\$38,720
12-05	Graffiti Abatement	\$14,211
12-07	Fair Housing	\$1,225
12-08	Spay/Neuter Program	\$1,959
12-10	Window Project – Lodi House	\$1,122
XXXX	Unallocated 2013-14 CDBG	\$52,109

WHEREAS, the City has identified four existing projects and two new projects in which to commit the reallocated funds:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
12-11 (Existing Project)	Grape Bowl ADA Accessibility	\$57,237
13-03 (Existing Project)	HSS – South Entrance ADA	\$26,792
13-06 (Existing Service)	Hunger Relief Programs	\$1,820
13-08 (Existing Service)	Spay/Neuter Program	\$5,997
13-12 (New Project)	HSS – ADA Pool Chair Lift	\$7,500
13-13 (New Activity)	Small Business Assistance	\$10,000

WHEREAS, the reallocation of funds requires an amendment of the 2013/14 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 October 2, 2013, 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 amendment of the 2013/14 Annual Action Plan to accommodate the aforementioned reallocations, and the appropriation of funds accordingly.

Dated: October 2, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

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

RANDI JOHL-OLSEN  
City Clerk

# CITY OF LODI

## LEGAL ADVERTISEMENT

### ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF AN  
AMENDMENT OF 2013-14 ANNUAL ACTION PLAN (AAP)

PUBLISH (DATES): August 30, 2013

TEAR SHEETS WANTED: 2 EXTRA

DELIVER TO: Community  
Development Dept.

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

DATE: August 26, 2013

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



## DECLARATION OF POSTING

**PUBLIC HEARING TO CONSIDER AND APPROVE AN AMENDMENT OF  
THE 2013/14 ACTION PLAN TO ACCOMMODATE THE ALLOCATION OF  
PREVIOUSLY UNALLOCATED FUNDS RECEIVED IN 2013/14 AND THE  
REALLOCATION OF UNUSED COMMUNITY DEVELOPMENT BLOCK  
GRANT FUNDS FROM PREVIOUS YEARS**

On Thursday, September 5, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider and approve an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14 and the reallocation of unused Community Development Block Grant funds from previous years (attached and marked as Exhibit A) was posted at the following locations:

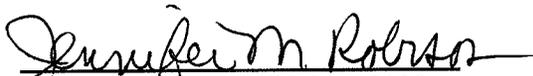
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

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

Executed on September 5, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA DITMORE  
ADMINISTRATIVE CLERK

LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF AN AMENDMENT TO THE 2013-14 ANNUAL ACTION PLAN (AAP)

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, October 2, 2013 at 7:00 p.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 an amendment to the Community Development Block Grant (CDBG) Program 2013-14 Annual Action Plan (AAP). The AAP generally describes how the City will utilize CDBG program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The City proposes to allocate previously un-allocated funds received as part of the 2013-14 allocation of CDBG funds and to re-allocate prior year funds that have not been expended. Funds may be allocated to new projects and programs, or existing projects and programs may receive additional funding.

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 AAP amendment 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](http://www.lodi.gov/community_development/neighborhoods/cdbg.html). Copies of the AAP amendment will be made available upon request and are free of charge.

The public review and comment period for the amendment of the 2013-14 AAP begins September 2, 2013 and will end October 2, 2013. The City Council will consider adoption of the amendment of the 2013-14 AAP and provide an opportunity for public comment at their October 2, 2013 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 30, 2013

**October 2nd Public Hearing - Mailing List**

EXHIBIT B

Captains Tory and Martin Ross  
c/o Salvation Army, Lodi Corps  
PO Box 1388  
Lodi, CA 95241  
[martin.ross@usw.salvationarmy.org](mailto:martin.ross@usw.salvationarmy.org)  
209-369-5896 x107

Jake McGregor  
c/o One-Eighty Teen Center  
17 W. Lockeford Street  
Lodi, CA 95240  
[jake@180lodi.org](mailto:jake@180lodi.org)

Mike Mallory  
c/o Second Harvest Food Bank  
704 E. Industrial Park Drive  
Manteca, CA 95337-6116  
[ktapia@feedingamerica.org](mailto:ktapia@feedingamerica.org)  
209-239-2091

Elvira Ramirez  
Catholic Charities  
1106 N. El Dorado  
Stockton, CA 95202  
[eramirez@ccstockton.org](mailto:eramirez@ccstockton.org)  
209-444-5938

Federico Navarro  
c/o Emergency Food Bank of Stockton/San Joaquin  
7 W. Scotts Avenue  
Stockton, CA 95202  
[fnavarro@stocktonfoodbank.org](mailto:fnavarro@stocktonfoodbank.org)  
209-464-7369

Nate McBride  
c/o Small Business Development Center  
56 S. Lincoln Street  
Stockton, CA 95203

Rebeca Knodt  
c/o Emergency Food Bank of Stockton/San Joaquin  
7 W. Scotts Avenue  
Stockton, CA 95202  
[rknodt@stocktonfoodbank.org](mailto:rknodt@stocktonfoodbank.org)  
209-464-7369

Dan and Lorraine Crownover  
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209-747-9364

Peggy Wagner  
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Stockton, CA 95202  
[PeggyW@sjfairhousing.com](mailto:PeggyW@sjfairhousing.com)  
(209) 451-3471

Kristi Rhea  
c/o Housing Authority of the County of San Joaquin  
448 S. Center Street  
Stockton, CA 95202  
[krhea@hacsj.com](mailto:krhea@hacsj.com)  
209-460-5024

Tracy Williams  
c/o LOEL Foundation, Inc.  
105 S. Washington Street  
Lodi, CA 95240  
[tracy@loelcenter.net](mailto:tracy@loelcenter.net)  
209-368-2050

Dean Fujimoto  
c/o SJC Human Services Agency  
PO Box 201056  
Stockton, CA 95201  
[dfujimoto@sjgov.org](mailto:dfujimoto@sjgov.org)

Hauled by CS



## DECLARATION OF MAILING

### **PUBLIC HEARING TO APPROVE AN AMENDMENT TO THE 2013/14 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

On Wednesday, September 4, 2013, in the City of Lodi, San Joaquin County, California, I sent an electronic e-mail, containing a Notice of Public Hearing to approve an Amendment to the 2013/14 Annual Action Plan for the Community Development Block Grant Program, attached hereto marked Exhibit A. A copy of the e-mail with a listing of addressees is attached hereto marked Exhibit B.

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

Executed on September 4, 2013, at Lodi, California.

  
\_\_\_\_\_  
JOSEPH WOOD  
NEIGHBORHOOD SERVICES MANAGER



**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, October 2, 2013 at 7:00 p.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 an amendment to the Community Development Block Grant (CDBG) Program 2013-14 Annual Action Plan (AAP). The AAP generally describes how the City will utilize CDBG program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

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## Joseph Wood

---

**From:** Joseph Wood  
**Sent:** Wednesday, September 04, 2013 10:49 AM  
**To:** 'Martin Ross'; Tory.Ross@usw.salvationarmy.org; Hope Harbor Salvation Army (E-mail); 'Mike Mallory'; 'Kerri Tapia'; 'rknotd@stocktonfoodbank.org'; 'Peggy Wagner'; 'Kristi Rhea'; 'Tracy Williams'; 'Fujimoto, Dean'; 'Jacob McGregor'; 'eramirez@ccstockton.org'; 'Nate McBride'; Daniel Crowover  
**Subject:** Public Hearing Notice for October 2, 2013 - Annual Action Plan Amendment



Public Hearing  
Notice 10-02-13...



DRAFT AAP  
Amendment #1.pdf



091013 Regular  
Meeting Agenda....

I've attached the Public Hearing Notice for the proposed amendment of the 2013-14 CDBG Annual Action Plan. I've also attached a copy of the draft Action Plan Amendment for your review.

On a related issue, we are beginning the outreach process for development of the 2014-19 CDBG Consolidated Plan with a Con Plan Workshop at the September 10<sup>th</sup> Lodi Improvement Committee. A copy of that agenda is attached and you are all welcome to attend and participate in the planning process of how we will use CDBG and other funding to address needs within our community over the next five years.

Additional Con Plan workshops will be conducted in September and October. Additional workshops will be held in November through January to specifically address our community's housing needs. What we develop during these outreach sessions will culminate in presentations to the City Council in the Spring of 2014.

Please contact me if you have questions on any of these issues.

Your participation in these processes are crucial and greatly appreciated.

Joseph Wood, Manager  
Neighborhood Services Division  
City of Lodi Community Development Department

209.333.6800 x2467      *Direct Office Line*  
209.333.6842            *Fax*  
[jwood@lodi.gov](mailto:jwood@lodi.gov)        *E-mail*

EXHIBIT B



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals

**MEETING DATE:** October 2, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Public hearing to receive comments on and consider accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals.

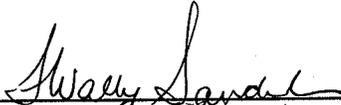
**BACKGROUND INFORMATION:** Our water system complies with all of the health-based drinking water standards and maximum contaminant levels as required by the California Department of Health Services and the United States Environmental Protection Agency. The attached report prepared by staff compares Lodi's drinking water with the California Environmental Protection Agency's public health goals (PHGs) and with the United States Environmental Protection Agency's maximum contaminant level goals (MCLGs). PHGs and MCLGs are not enforceable standards and no action to meet them is mandated.

California Code of Regulations, Title 22, Section 116470, mandates that a report be prepared every three years. The attached report is intended to provide information to the public, in addition to the Annual Water Quality Report mailed to each customer in June 2013. On August 10, 2013, a public notice appeared in the *Lodi News Sentinel* to inform any interested party of the Public Health Goals Report and its availability. The report is also posted on the City's website.

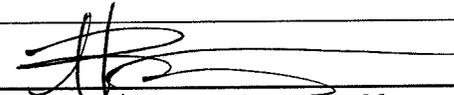
The law also requires that a public hearing be held (which can be part of a regularly-scheduled public meeting) for the purpose of accepting and responding to public comment on the report. A notice of public hearing will be published in the *Lodi News Sentinel*. No additional actions are required or recommended.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

  
F. Wally Sandelin  
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director – Utilities  
FWS/LP/pmf  
Attachment  
cc: Deputy Public Works Director – Utilities  
Utilities Superintendent  
Water Plant Chief Operator

APPROVED: 

Konradt Bartlam, City Manager

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**



Report on Water Quality  
Relative to Public Health Goals  
2010-2012

September 2013

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## **Background**

Provisions of the California Health and Safety Code (Reference No. 1) specify that larger (>10,000 service connections) water utilities prepare a special report every three years if their water quality measurements have exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the Maximum Contaminant Level Goals (MCLGs) adopted by USEPA. Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed.

There are a few constituents that are routinely detected in water systems at levels usually well below the drinking water standards for which no PHG nor MCLG has been adopted by OEHHA or USEPA. If a constituent was detected in the City's water supply between 2010 and 2012 at a level exceeding an applicable PHG or MCLG, this report provides the information required by law. Included is the numerical public health risk associated with the MCL and the PHG or MCLG, the category or type of risk to health associated with each constituent, the best available treatment technology that could be used to reduce the constituent level, and an estimate of the cost to implement that treatment if it is appropriate and feasible.

### **What Are PHGs?**

PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of Cal-EPA, and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the California Department of Public Health (CDPH) in setting drinking water standards (MCLs) are considered in setting the PHGs. These factors include analytical detection capability, available treatment technology, benefit and cost. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

### **City of Lodi Water Sources**

The City of Lodi's water supply consists of both groundwater and surface water sources. Approximately 70 percent of the water supplied to our customers originates from wells owned by the City and the remainder of the City's drinking water is treated surface water produced through the new Surface Water Treatment Facility (SWTF).

### **Water Quality Data Considered**

All of the water quality data collected by our water system between 2010 and 2012 for purposes of determining compliance with drinking water standards was considered. This data was summarized in our 2010, 2011, and 2012 Annual Water Quality Reports which were mailed to all customers before July 1<sup>st</sup> each year. The triennial lead and copper monitoring for 2012 was deferred by CDPH to 2013 and is not included in this report.

## **Guidelines Followed**

The Association of California Water Agencies (ACWA) formed a workgroup that prepared guidelines that were used in the preparation of this report.

## **Best Available Treatment Technology and Cost Estimates**

Both the USEPA and CDPH adopt what are known as Best Available Technologies (BATs) which are the best known methods of reducing contaminant levels to the MCL. Costs can be estimated for implementing such technologies. Since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent down to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible. It is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

## **Constituents Detected That Exceed a PHG or a MCLG**

The following is a discussion of constituents that were detected in one or more of our drinking water sources at levels above the PHG, or if no PHG, above the MCLG.

### **Coliform Bacteria**

In 2010-12, we collected 3,141 samples from our distribution system for coliform analysis. Of these samples, 0.22% was positive for coliform bacteria. In 2010-12 a maximum of 3.4% (April 2011) of these samples were positive for one month.

The MCL for coliform is 5% positive samples of all samples per month and the MCLG is zero. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease. Because coliform is only an indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While U.S. EPA normally sets MCLGs “at a level where no known or anticipated adverse effects on persons would occur” they indicate that they cannot do so with coliforms.

Coliform bacteria are organisms that are found just about everywhere in nature and are not generally considered harmful. They are used as an indicator because of the ease for monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling is done. It is not at all unusual for a system to have an occasional positive sample. It is difficult, if not impossible, to assure that a system will never get a positive sample. A further test that is performed on all total coliform positive results is for fecal coliform or E. coli. There were no positive fecal coliform or E. coli results in 2010-12.

The City adds chlorine to all City water sources to assure that the water served is microbiologically safe. The chlorine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor or increasing the disinfection byproduct level. This careful balance of treatment processes is essential to continue supplying our customers with safe drinking water.

## **Trichloroethylene (TCE)**

The PHG for TCE is 1.7 micrograms per liter ( $\mu\text{g/L}$  or parts per billion). The MCL or drinking water standard for TCE is  $5 \mu\text{g/L}$ . We detected TCE at levels above the PHG but not exceeding the MCL in the discharge from 1 of the 26 City wells used in 2010-12. The average value for the City wells can be found in the Water Quality Report (Appendix).

The category of health risk associated with TCE, and the reason that a drinking water standard was adopted for it, is that the people who drink water containing TCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. CDPH says that “Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to TCE.” (CDPH Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.) The Best Available Technology for TCE to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration.

The estimated cost to install such a treatment system on one City well and enhance the capacity on one City well with an existing treatment system that would reliably reduce the TCE level to below  $1.7 \mu\text{g/L}$  would be approximately \$490,000 and require annual operation and maintenance costs of approximately \$77,000 per year. This would result in an estimated increased cost to each customer of approximately \$5 per year.

## **Dibromochloropropane (DBCP)**

The PHG for DBCP is 1.7 nanograms per liter ( $\text{ng/L}$  or parts per trillion). The MCL for DBCP is 200  $\text{ng/L}$ . We detected DBCP at levels not exceeding the MCL in the discharges from 12 of the 26 City wells used in 2010-12. City Well No. 6 was taken out of service and placed in standby (January 2012) when the average analysis exceeded the MCL. Since then, the City has taken necessary steps to add Granulated Activated Carbon (GAC) vessels for treatment. This treatment was funded by Lodi’s settlement agreement with DBCP manufactures and construction of the new treatment is near completion. The average value for these City wells can be found in the Water Quality Report (Appendix).

The category for health risk associated with DBCP, and the reason that a drinking water standard was adopted for it, is the people who drink water containing DBCP above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. CDPH says that “Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to DBCP.” (CDPH Blue Book of drinking water law and regulations, Section 64468.3, Title 22, CCR.) The numerical health risk for an MCLG of zero is zero.

The Best Available Technology for DBCP to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. To attempt to maintain the DBCP levels at zero, Granular Activated Carbon Treatment Systems with longer empty bed contact times and more frequent carbon change-outs would likely be required.

The estimated cost to install such a treatment system on 12 City wells and enhance capacities on six City wells with existing treatment systems that would reliably reduce the DBCP level to zero would be approximately \$5.4 million. The increased annual operation and maintenance costs would be approximately \$797,000 per year. This would result in an estimated increased cost to each customer of approximately \$42 per year. (Note: This increased cost may not be reimbursable under the terms of Lodi's settlement agreement with the DBCP manufacturers.)

### **1,1,2,2-Tetrachloroethylene (PCE)**

The PHG for PCE is 0.06 micrograms per liter ( $\mu\text{g/L}$  or parts per billion). The MCL or drinking water standard for PCE is 5  $\mu\text{g/L}$ . We detected PCE at levels not exceeding the MCL in the discharges from three of the 26 City wells used in 2010-12. The average value for these City wells can be found in the Water Quality Report (Appendix).

The category of health risk associated with PCE, and the reason that a drinking water standard was adopted for it, is the people who drink water containing PCE above the MCL throughout their lifetime could theoretically experience an increased risk of getting cancer. CDPH says that "Drinking water which meets this standard (the MCL) is associated with little to none of this risk and should be considered safe with respect to PCE." (CDPH Blue Book of drinking water law and regulations, Section 64468.2, Title 22, CCR.)

The Best Available Technology for PCE to lower the level below the MCL is either Granular Activated Carbon or Packed Tower Aeration. Since the PCE level in these three City wells is already below the MCL, a Granular Activated Carbon Treatment System with larger vessels would likely be required to attempt to keep PCE levels below the PHG.

The estimated cost to install such a treatment system on three City wells that would reliably reduce the PCE level to the PHG of 0.06  $\mu\text{g/L}$  would be approximately \$1.5 million and require annual operation and maintenance costs of approximately \$180,000 per year. This would result in an estimated increased cost to each customer of approximately \$14 per year.

### **1,2,3-Trichloropropane (1,2,3-TCP)**

The PHG for 1,2,3-TCP is 0.0007 micrograms per liter ( $\mu\text{g/L}$  or parts per billion). There is no California or federal Maximum Contaminant Level (MCL) for 1,2,3-TCP. The California Notification Level for 1,2,3-TCP is set at 0.005  $\mu\text{g/L}$ , the detection limit for the purposes of reporting Detectable Level Required (DLR). Notification levels are health-based advisory levels established by CDPH for chemicals in drinking water that lack MCLs. CDPH advises "If a chemical concentration is greater than its notification level in drinking water that is provided to consumers, CDPH recommends that the utility inform its customers and consumers about the presence of the chemical, and about health concerns associated with exposure to it". We detected 1,2,3-TCP at levels exceeding the PHG in the source water from six of the 26 City wells used in 2010-12. The average value for these City wells can be found in the Water Quality Report (Appendix).

Currently, there is no MCL for 1,2,3-TCP. The category for health risk associated with 1,2,3-TCP, and the reason that a drinking water standard (PHG) was adopted for it, is the people who drink

water containing 1,2,3-TCP throughout their lifetime could theoretically experience an increased risk of getting cancer.

An estimate of the best approach for 1,2,3-TCP removal in Lodi is not necessary at this time.

## **Arsenic**

The PHG for Arsenic is 0.004 micrograms per Liter ( $\mu\text{g/L}$  or parts per billion). The MCL or drinking water standard for arsenic is 10  $\mu\text{g/L}$ . There were arsenic levels detected at levels not exceeding the MCL in discharges from 26 of the 26 City wells and the water treatment plant used in 2010-12. The values for these water sources can be found in the Water Quality Report (Appendix).

Arsenic is a naturally occurring element found in many types of rocks and soils. Leaching of these deposits is the primary source of arsenic in this area. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems and may have an increased risk of getting cancer. The PHG of 0.004  $\mu\text{g/L}$  for arsenic is far below the Detection Limit Requirement (DLR) of 2  $\mu\text{g/L}$  for arsenic. The DLR is the level that can be reliably determined by current laboratory methods.

The Best Available Treatment (BAT) for arsenic removal is dependent on the water chemistry of the source to be treated. While research into new methods of removing arsenic continues, the current recommendations include:

- Activated Alumina
- Coagulation / Filtration
- Lime Softening
- Reverse Osmosis

All of the above-listed methods are expensive and have a concentrated residual, which requires safe disposal. An estimate of the best approach for arsenic removal in Lodi is not necessary at this time.

## **Radium 226**

The PHG for Radium 226 is 0.05 pCi/L and MCL for Radium 226 plus Radium 228 is 5 pCi/L. Testing for radium is not required unless the level of gross alpha particle activity detected exceeds 5 pCi/L. We detected Radium 226 at levels not exceeding the MCL in the discharges from two of the 26 City wells used in 2010-12. The average value for this City well can be found in the Water Quality Report (Appendix).

The category of health risk associated with Radium 226 is carcinogenicity. People who drink water containing Radium 226 particles above the MCL throughout their lifetime could experience an increased risk of getting cancer. The numerical health risk for Radium 226 based on the PHG is  $1 \times 10^{-6}$ . This means one excess cancer case per million population. The BAT to lower the level of Radium 226 below the MCL is reverse osmosis, although it is not known if the technology is feasible of achieving the PHG level of 0.06 pCi/L.

The estimated annual cost to install and operate a reverse osmosis systems at all of the City's wells would be approximately \$2.60 per 1,000 gallons of treated water, which includes annualized cost of construction plus operation and maintenance costs. This translates into an estimated additional

annual cost of approximately \$35 per service connection per year for the life of the treatment system.

### **Radium 228**

The PHG for Radium 228 is 0.019 pCi/L and MCL for Radium 226 plus Radium 228 is 5 pCi/L. Testing for radium is not required unless the level of gross alpha particle activity detected exceeds 5 pCi/L. We detected Radium 228 at levels not exceeding the MCL in the discharges from two of the 26 City wells used in 2010-12. The average value for this City well can be found in the Water Quality Table (Appendix D).

The category of health risk associated with Radium 228 is carcinogenicity. People who drink water containing Radium 228 particles above the MCL throughout their lifetime could experience an increased risk of getting cancer. The numerical health risk for Radium 228 based on the PHG is  $1 \times 10^{-6}$ . This means one excess cancer case per million population. The BAT to lower the level of Radium 228 below the MCL is reverse osmosis, although it is not known if the technology is feasible of achieving the PHG level of 0.019 pCi/L.

The estimated annual cost to install and operate a reverse osmosis systems at all of the City's wells would be approximately \$2.60 per 1,000 gallons of treated water, which includes annualized cost of construction plus operation and maintenance costs. This translates into an estimated additional annual cost of approximately \$35 per service connection per year for the life of the treatment system.

### **Uranium**

The PHG for Uranium is 0.43 picocuries per liter (pCi/L). The MCL or drinking water standard for Uranium is 20 pCi/L. There was Uranium detected at levels not exceeding the MCL in discharges from 15 of the 25 City wells used in 2010-12. The values for these water sources can be found in the Water Quality Report (Appendix).

CDPH, which sets drinking water standards, has determined that total Uranium is a health concern at certain levels of exposure. This radiological constituent is a naturally occurring contaminant in some groundwater and surface water supplies. This constituent has been shown to cause cancer in laboratory animals such as rats and mice when the animals are exposed at high levels over their lifetimes. Constituents that cause cancer in laboratory animals also may increase the risk of cancer in humans who are exposed over long periods of time.

BATs for removal of Uranium from drinking water are: Ion Exchange - Reverse Osmosis or Lime Softening. These methods are expensive and require disposal of a waste stream, which would contain concentrated radio nucleotides. The estimated cost to install such a treatment system on fifteen City wells that have historically exceeded the PHG which would reliably reduce the Uranium level to the PHG of 0.43 pCi/L would be approximately \$19.6 million and require annual operation and maintenance at a cost of approximately \$820,000 per year. This would result in an estimated increased cost for each customer of approximately \$121 per year.

## **Recommendations for Further Action**

The drinking water quality of the City of Lodi Public Water System meets all State of California, CDPH and U.S. EPA drinking water standards set to protect public health. To further reduce the levels of the constituent's identified in this report that are already below the Maximum Contaminant Levels established by the State and Federal government, additional costly treatment processes would be required.

The effectiveness of the treatment processes to provide significant reductions in constituent levels at these already low values is uncertain. The theoretical health protection benefits of these further reductions are not clear and may not be quantifiable. Therefore, staff is not recommending further action at this time.

This report was completed by City of Lodi Public Works Department staff. Any questions relating to this report should be directed to:

Larry Parlin, Deputy Public Works Director, 1331 South Ham Lane, Lodi, CA, 95242 or call (209) 333-6800, extension 2661.

Andrew Richle, Chief Plant Operator, 2001 West Turner Road, Lodi, CA, 95242 or call (209) 333-6800, extension 2690.

## Appendix

# Appendix

## City of Lodi Water Quality Report Relative to Public Health Goals

	Result	MCL	PHG or (MCLG)	Arsenic (Cont.)	Result	MCL	PHG or (MCLG)
<b>Trichloroethylene (TCE)</b>							
Well 2	2 ug/L	5 ug/L	1.7 ug/L	Well 19			
				Well 20			
				Well 21	2.5 ug/L	10 ug/L	0.004 ug/L
				Well 22	2.4 ug/L	10 ug/L	0.004 ug/L
				Well 23	2.7 ug/L	10 ug/L	0.004 ug/L
				Well 24	6.1 ug/L	10 ug/L	0.004 ug/L
				Well 25	6.2 ug/L	10 ug/L	0.004 ug/L
				Well 26	9.1 ug/L	10 ug/L	0.004 ug/L
				Well 28	6.2 ug/L	10 ug/L	0.004 ug/L
				Surface Water Plant	0.4 ug/L	10 ug/L	0.004 ug/L
<b>Dibromochloropropane (DBCP)</b>				<b>Uranium</b>			
Well 1R	56 ng/L	200 ng/L	17 ng/L	Well 2	4.0 pCi/l	20 pCi/L	0.43 pCi/L
Well 4R	37 ng/L	200 ng/L	17 ng/L	Well 6R	11.2 pCi/l	20 pCi/L	0.43 pCi/L
Well 6R	476 ng/L	200 ng/L	17 ng/L	Well 8	12.5 pCi/l	20 pCi/L	0.43 pCi/L
Well 8	176 ng/L	200 ng/L	17 ng/L	Well 9	5.2 pCi/l	20 pCi/L	0.43 pCi/L
Well 13	50 ng/L	200 ng/L	17 ng/L	Well 12	7.4 pCi/l	20 pCi/L	0.43 pCi/L
Well 14	40 ng/L	200 ng/L	17 ng/L	Well 13	1.5 pCi/l	20 pCi/L	0.43 pCi/L
Well 16	30 ng/L	200 ng/L	17 ng/L	Well 14	4.0 pCi/l	20 pCi/L	0.43 pCi/L
Well 17	177 ng/L	200 ng/L	17 ng/L	Well 16	4.7 pCi/l	20 pCi/L	0.43 pCi/L
Well 19	100 ng/L	200 ng/L	17 ng/L	Well 17	4.5 pCi/l	20 pCi/L	0.43 pCi/L
Well 22	40 ng/L	200 ng/L	17 ng/L	Well 19	4.6 pCi/l	20 pCi/L	0.43 pCi/L
Well 23	20 ng/L	200 ng/L	17 ng/L	Well 20	2.5 pCi/l	20 pCi/L	0.43 pCi/L
Well 28	95 ng/L	200 ng/L	17 ng/L	Well 21	1.0 pCi/l	20 pCi/L	0.43 pCi/L
				Well 22	9.5 pCi/l	20 pCi/L	0.43 pCi/L
				Well 23	7.7 pCi/l	20 pCi/L	0.43 pCi/L
<b>Perchloroethylene (PCE)</b>				<b>Radium 226</b>			
Well 6R	2.43 ug/L	6 ug/L	0.06 ug/L	Well 8	0.25 pCi/L	*5.0 pCi/L	0.05 pCi/L
Well 8	0.66 ug/L	6 ug/L	0.06 ug/L	Well 20	0.05 pCi/L	*5.0 pCi/L	0.05 pCi/L
Well 12	0.88 ug/L	6 ug/L	0.06 ug/L	<b>Radium 228</b>			
				Well 8	0.075 pCi/L	*5.0 pCi/L	0.019 pCi/L
				Well 20	0.116 pCi/L	*5.0 pCi/L	0.019 pCi/L
<b>Arsenic</b>				<b>**1,2,3 Trichloropropane</b>			
Well 1R	5.6 ug/L	10 ug/L	0.004 ug/L	Well 6R	0.005 ug/L	N/A	0.0007 ug/L
Well 2	3.4 ug/L	10 ug/L	0.004 ug/L	Well 13	0.026 ug/L	N/A	0.0007 ug/L
Well 3R	5.0 ug/L	10 ug/L	0.004 ug/L	Well 16	0.004 ug/L	N/A	0.0007 ug/L
Well 4R	4.0 ug/L	10 ug/L	0.004 ug/L	Well 18	0.009 ug/L	N/A	0.0007 ug/L
Well 5	4.4 ug/L	10 ug/L	0.004 ug/L	Well 20	0.015 ug/L	N/A	0.0007 ug/L
Well 6R	2.2 ug/L	10 ug/L	0.004 ug/L	Well 21	0.003 ug/L	N/A	0.0007 ug/L
Well 7	4.5 ug/L	10 ug/L	0.004 ug/L				
Well 9	3.7 ug/L	10 ug/L	0.004 ug/L				
Well 10C	4.3 ug/L	10 ug/L	0.004 ug/L				
Well 11R	5.5 ug/L	10 ug/L	0.004 ug/L				
Well 12	3.6 ug/L	10 ug/L	0.004 ug/L				
Well 13	8.7 ug/L	10 ug/L	0.004 ug/L				
Well 14	3.6 ug/L	10 ug/L	0.004 ug/L				
Well 15	4.6 ug/L	10 ug/L	0.004 ug/L				
Well 16	3.3 ug/L	10 ug/L	0.004 ug/L				
Well 17	3.9 ug/L	10 ug/L	0.004 ug/L				
Well 18	2.4 ug/L	10 ug/L	0.004 ug/L				

**Notes:**

\*MCL for Radium 226 plus 228 is 5.0 pCi/L

\*\*Source Water Sample

## Attachments

## ATTACHMENT No. 1

2013 PHG Triennial Report: Calendar Years 2010-2011-2012				
MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants (Units are in milligrams per liter (mg/L), unless otherwise noted.)				
Last Update: February 12, 2013 (Reference: <a href="http://www.cdph.ca.gov/certlic/drinkingwater/Pages/MCLsandPHGs.aspx">http://www.cdph.ca.gov/certlic/drinkingwater/Pages/MCLsandPHGs.aspx</a> )				
This table includes:				
<ul style="list-style-type: none"> <li>• CDPH's maximum contaminant levels (MCLs)</li> <li>• CDPH's detection limits for purposes of reporting (DLRs)</li> <li>• <a href="#">Public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA)</a></li> <li>• PHGs for NDMA and 1,2,3-Trichloropropane (1,2,3-TCP is unregulated) are at the bottom of this table</li> <li>• The federal MCLG for chemicals without a PHG, microbial contaminants, and the DLR for 1,2,3-TCP</li> </ul>				
Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
<b>Chemicals with MCLs in 22 CCR §64431—Inorganic Chemicals</b>				
Aluminum	1	0.05	0.6	2001
Antimony	0.006	0.006	0.02	1997
Arsenic	0.010	0.002	0.000004	2004
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003
Barium	1	0.1	2	2003
Beryllium	0.004	0.001	0.001	2003
Cadmium	0.005	0.001	0.00004	2006
Chromium, Total - OEHHA withdrew the 1999 0.0025 mg/L PHG in Nov 2001	0.05	0.01	(0.100)	
Chromium, Hexavalent (Chromium-6) - MCL to be established - currently regulated under the total chromium MCL	--	0.001	0.00002	2011
Cyanide	0.15	0.1	0.15	1997
Fluoride	2	0.1	1	1997
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*
Nickel	0.1	0.01	0.012	2001
Nitrate (as NO <sub>3</sub> )	45	2	45	1997
Nitrite (as N)	1 as N	0.4	1 as N	1997
Nitrate + Nitrite	10 as N	0.4	10 as N	1997
Perchlorate	0.006	0.004	0.006	2004
Selenium	0.05	0.005	0.03	2010
Thallium	0.002	0.001	0.0001	1999 (rev2004)
<b>Copper and Lead, 22 CCR §64672.3</b>				
<i>Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called "Action Levels" under the lead and copper rule</i>				
Copper	1.3	0.05	0.3	2008
Lead	0.015	0.005	0.0002	2009

## ATTACHMENT No. 1

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
<b>Radionuclides with MCLs in 22 CCR §64441 and §64443—Radioactivity</b>				
[units are picocuries per liter (pCi/L), unless otherwise stated; n/a = not applicable]				
Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	(zero)	n/a
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	(zero)	n/a
Radium-226	--	1	0.05	2006
Radium-228	--	1	0.019	2006
Radium-226 + Radium-228	5	--	(zero)	--
Strontium-90	8	2	0.35	2006
Tritium	20,000	1,000	400	2006
Uranium	20	1	0.43	2001
<b>Chemicals with MCLs in 22 CCR §64444—Organic Chemicals</b>				
<b>(a) Volatile Organic Chemicals (VOCs)</b>				
Benzene	0.001	0.0005	0.00015	2001
Carbon tetrachloride	0.0005	0.0005	0.0001	2000
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999
cis-1,2-Dichloroethylene	0.006	0.0005	0.1	2006
trans-1,2-Dichloroethylene	0.01	0.0005	0.06	2006
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000
1,2-Dichloropropane	0.005	0.0005	0.0005	1999
1,3-Dichloropropane	0.0005	0.0005	0.0002	1999 (rev2006)
Ethylbenzene	0.3	0.0005	0.3	1997
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999
Monochlorobenzene	0.07	0.0005	0.2	2003
Styrene	0.1	0.0005	0.0005	2010
1,1,1,2-Tetrachloroethane	0.001	0.0005	0.0001	2003
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001
Toluene	0.15	0.0005	0.15	1999
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999
1,1,1-Trichloroethane (1,1,1-TCA)	0.2	0.0005	1	2006
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009
Trichlorofluoromethane (Freon 11)	0.15	0.005	0.7	1997
1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	0.01	4	1997 (rev2011)
Vinyl chloride	0.0005	0.0005	0.00005	2000
Xylenes	1.75	0.0005	1.8	1997

**ATTACHMENT No. 1**

<b>Constituent</b>	<b>MCL</b>	<b>DLR</b>	<b>PHG or (MCLG)</b>	<b>Date of PHG</b>
<b>Chemicals with MCLs in 22 CCR §6444—Organic Chemicals</b>				
<b>(b) Non-Volatile Synthetic Organic Chemicals (SOCs)</b>				
Alachlor	0.002	0.001	0.004	1997
Atrazine	0.001	0.0005	0.00015	1999
Bentazon	0.018	0.002	0.2	1999 (rev2009)
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010
Carbofuran	0.018	0.005	0.0017	2000
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)
Dalapon	0.2	0.01	0.79	1997 (rev2009)
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.0000017	1999
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997
Dinoseb	0.007	0.002	0.014	1997 (rev2010)
Diquat	0.02	0.004	0.015	2000
Endrin	0.002	0.0001	0.0018	1999 (rev2008)
Endothal	0.1	0.045	0.58	1997
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003
Glyphosate	0.7	0.025	0.9	2007
Heptachlor	0.00001	0.00001	0.000008	1999
Heptachlor epoxide	0.00001	0.00001	0.000006	1999
Hexachlorobenzene	0.001	0.0005	0.00003	2003
Hexachlorocyclopentadiene	0.05	0.001	0.05	1999
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)
Methoxychlor	0.03	0.01	0.00009	2010
Molinate	0.02	0.002	0.001	2008
Oxamyl	0.05	0.02	0.026	2009
Pentachlorophenol	0.001	0.0002	0.0003	2009
Picloram	0.5	0.001	0.5	1997
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007
Simazine	0.004	0.001	0.004	2001
2,4,5-TP (Silvex)	0.05	0.001	0.025	2003
2,3,7,8-TCDD (dioxin)	3x10 <sup>-8</sup>	5x10 <sup>-9</sup>	5x10 <sup>-11</sup>	2010
Thiobencarb	0.07	0.001	0.07	2000
Toxaphene	0.003	0.001	0.00003	2003

## ATTACHMENT No. 1

Constituent	MCL	DLR	PHG or (MCLG)	Date of PHG
<b>Chemicals with MCLs in 22 CCR §64533—Disinfection Byproducts</b>				
Total Trihalomethanes	0.080	--	--	--
Bromodichloromethane	--	0.0010	(zero)	--
Bromoform	--	0.0010	(zero)	--
Chloroform	--	0.0010	(0.07)	--
Dibromochloromethane	--	0.0010	(0.06)	--
Haloacetic Acids (five) (HAA5)	0.060	--	--	--
Monochloroacetic Acid	--	0.0020	(0.07)	--
Dichloroacetic Acid	--	0.0010	(zero)	--
Trichloroacetic Acid	--	0.0010	(0.02)	--
Monobromoacetic Acid	--	0.0010	--	--
Dibromoacetic Acid	--	0.0010	--	--
Bromate	0.010	0.0050 or 0.0010 <sup>a</sup>	0.0001	2009
Chlorite	1.0	0.020	0.05	2009
<b>Microbiological Contaminants (TT = Treatment Technique)</b>				
Coliform % positive samples	%	5	(zero)	
<i>Cryptosporidium</i> **		TT	(zero)	
<i>Giardia lamblia</i> **		TT	(zero)	
<i>Legionella</i> **		TT	(zero)	
Viruses**		TT	(zero)	
<b>Chemicals with PHGs established in response to CDPH requests. These are <u>not</u> currently regulated drinking water contaminants.</b>				
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006
1,2,3-Trichloropropane	--	0.000005	0.0000007	2009

**Notes:**

<sup>a</sup> CDPH will maintain a 0.0050 mg/L DLR for bromate to accommodate laboratories that are using EPA Method 300.1. However, laboratories using EPA Methods 317.0 Revision 2.0, 321.8, or 326.0 must meet a 0.0010 mg/L MRL for bromate and should report results with a DLR of 0.0010 mg/L per Federal requirements.

\*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG

\*\* Surface water treatment = TT

## **Health Risk Information for Public Health Goal Exceedance Reports**

**Prepared by**

**Office of Environmental Health Hazard Assessment  
California Environmental Protection Agency**

**February 2013**

Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), water utilities are required to prepare a report every three years for contaminants that exceed public health goals (PHGs) (Health and Safety Code Section 116470 (2)[b]). The numerical health risk for a contaminant is to be presented with the category of health risk, along with a plainly worded description of these terms. The cancer health risk is to be calculated at the PHG and at the California maximum contaminant level (MCL). This report is prepared by the Office of Environmental Health Hazard Assessment (OEHHA) to assist the water utilities in meeting their requirements.

PHGs are concentrations of contaminants in drinking water that pose no significant health risk if consumed for a lifetime. PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods.

**Numerical health risks.** Table 1 presents health risk categories and cancer risk values for chemical contaminants in drinking water that have PHGs.

The Act requires that OEHHA publish PHGs based on health risk assessments using the most current scientific methods. As defined in statute, PHGs for non-carcinogenic chemicals in drinking water are set at a concentration "at which no known or anticipated adverse health effects will occur, with an adequate margin of safety." For carcinogens, PHGs are set at a concentration that "does not pose any significant risk to health." PHGs provide one basis for revising MCLs, along with cost and technological feasibility. OEHHA has been publishing PHGs since 1997 and the entire list published to date is shown in Table 1.

Table 2 presents health risk information for contaminants that do not have PHGs but have state or federal regulatory standards. The Act requires that, for chemical contaminants with California MCLs that do not yet have PHGs, water utilities use the

federal maximum contaminant level goal (MCLG) for the purpose of complying with the requirement of public notification. MCLGs, like PHGs, are strictly health based and include a margin of safety. One difference, however, is that the MCLGs for carcinogens are set at zero because the United States Environmental Protection Agency (U.S. EPA) assumes there is no absolutely safe level of exposure to them. PHGs, on the other hand, are set at a level considered to pose no *significant* risk of cancer; this is usually a no more than one-in-a-million excess cancer risk ( $1 \times 10^{-6}$ ) level for a lifetime of exposure. In Table 2, the cancer risks shown are based on the U.S. EPA's evaluations.

**For more information on health risks:** The adverse health effects for each chemical with a PHG are summarized in each PHG technical support document. These documents are available on the OEHHA Web site (<http://www.oehha.ca.gov>). Also, U.S. EPA has consumer and technical fact sheets on most of the chemicals having MCLs. For copies of the fact sheets, call the Safe Drinking Water Hotline at 1-800-426-4791, or explore the U.S. EPA Ground Water and Drinking Water web page at <http://water.epa.gov/drink/>.

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">Alachlor</a>	carcinogenicity (causes cancer)	0.004	NA <sup>5</sup>	0.002	NA
<a href="#">Aluminum</a>	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
<a href="#">Antimony</a>	digestive system toxicity (causes vomiting)	0.02	NA	0.006	NA
<a href="#">Arsenic</a>	carcinogenicity (causes cancer)	0.000004 (4x10 <sup>-6</sup> )	1x10 <sup>-6</sup> (one per million)	0.01	2.5x10 <sup>-3</sup> (2.5 per thousand)
<a href="#">Asbestos</a>	carcinogenicity (causes cancer)	7 MFL <sup>6</sup> (fibers >10 microns in length)	1x10 <sup>-6</sup>	7 MFL (fibers >10 microns in length)	1x10 <sup>-6</sup> (one per million)
<a href="#">Atrazine</a>	carcinogenicity (causes cancer)	0.00015	1x10 <sup>-6</sup>	0.001	7x10 <sup>-6</sup> (seven per million)

<sup>1</sup> Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: [http://oehha.ca.gov/multimedia/green/pdf/GC\\_Regtext011912.pdf](http://oehha.ca.gov/multimedia/green/pdf/GC_Regtext011912.pdf)).

<sup>2</sup> mg/L = milligrams per liter of water or parts per million (ppm)

<sup>3</sup> Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1x10<sup>-6</sup> means one excess cancer case per million people exposed.

<sup>4</sup> MCL = maximum contaminant level.

<sup>5</sup> NA = not applicable. Risk cannot be calculated. The PHG is set at a level that is believed to be without any significant public health risk to individuals exposed to the chemical over a lifetime.

<sup>6</sup> MFL = million fibers per liter of water.

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">Barium</a>	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA
<a href="#">Bentazon</a>	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects <sup>7</sup> )	0.2	NA	0.018	NA
<a href="#">Benzene</a>	carcinogenicity (causes leukemia)	0.00015	$1 \times 10^{-6}$	0.001	$7 \times 10^{-6}$ (seven per million)
<a href="#">Benzo[a]pyrene</a>	carcinogenicity (causes cancer)	0.000007	$1 \times 10^{-6}$	0.0002	$3 \times 10^{-5}$ (three per hundred thousand)
<a href="#">Beryllium</a>	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
<a href="#">Bromate</a>	carcinogenicity (causes cancer)	0.0001	$1 \times 10^{-6}$	0.01	$1 \times 10^{-4}$ (one per ten thousand)
<a href="#">Cadmium</a>	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
<a href="#">Carbofuran</a>	reproductive toxicity (harms the testis)	0.0017	NA	0.018	NA

<sup>7</sup> Body weight effects are an indicator of general toxicity in animal studies.

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

<b>Chemical</b>	<b>Health Risk Category<sup>1</sup></b>	<b>California PHG (mg/L)<sup>2</sup></b>	<b>Cancer Risk<sup>3</sup> at the PHG</b>	<b>California MCL<sup>4</sup> (mg/L)</b>	<b>Cancer Risk at the California MCL</b>
<a href="#"><u>Carbon tetrachloride</u></a>	carcinogenicity (causes cancer)	0.0001	$1 \times 10^{-6}$	0.0005	$5 \times 10^{-6}$ (five per million)
<a href="#"><u>Chlordane</u></a>	carcinogenicity (causes cancer)	0.00003	$1 \times 10^{-6}$	0.0001	$3 \times 10^{-6}$ (three per million)
<a href="#"><u>Chlorite</u></a>	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
<a href="#"><u>Chromium, hexavalent</u></a>	carcinogenicity (causes cancer)	0.00002	$1 \times 10^{-6}$	---	NA
<a href="#"><u>Copper</u></a>	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL) <sup>8</sup>	NA
<a href="#"><u>Cyanide</u></a>	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
<a href="#"><u>Dalapon</u></a>	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA
<a href="#"><u>1,2-Dibromo-3-chloropropane (DBCP)</u></a>	carcinogenicity (causes cancer)	0.0000017 ( $1.7 \times 10^{-6}$ )	$1 \times 10^{-6}$	0.0002	$1 \times 10^{-4}$ (one per ten thousand)

<sup>8</sup> AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<u>1,2-Dichlorobenzene (o-DCB)</u>	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
<u>1,4-Dichlorobenzene (p-DCB)</u>	carcinogenicity (causes cancer)	0.006	$1 \times 10^{-6}$	0.005	$8 \times 10^{-7}$ (eight per ten million)
<u>1,1-Dichloroethane (1,1-DCA)</u>	carcinogenicity (causes cancer)	0.003	$1 \times 10^{-6}$	0.005	$2 \times 10^{-6}$ (two per million)
<u>1,2-Dichloroethane (1,2-DCA)</u>	carcinogenicity (causes cancer)	0.0004	$1 \times 10^{-6}$	0.0005	$1 \times 10^{-6}$ (one per million)
<u>1,1-Dichloroethylene (1,1-DCE)</u>	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
<u>1,2-Dichloroethylene, cis</u>	nephrotoxicity (harms the kidney)	0.1	NA	0.006	NA
<u>1,2-Dichloroethylene, trans</u>	hepatotoxicity (harms the liver)	0.06	NA	0.01	NA
<u>Dichloromethane (methylene chloride)</u>	carcinogenicity (causes cancer)	0.004	$1 \times 10^{-6}$	0.005	$1 \times 10^{-6}$ (one per million)
<u>2,4-Dichlorophenoxyacetic acid (2,4-D)</u>	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">1,2-Dichloropropane (propylene dichloride)</a>	carcinogenicity (causes cancer)	0.0005	$1 \times 10^{-6}$	0.005	$1 \times 10^{-5}$ (one per hundred thousand)
<a href="#">1,3-Dichloropropene (Telone II®)</a>	carcinogenicity (causes cancer)	0.0002	$1 \times 10^{-6}$	0.0005	$2 \times 10^{-6}$ (two per million)
<a href="#">Di(2-ethylhexyl) adipate (DEHA)</a>	developmental toxicity (disrupts development)	0.2	NA	0.4	NA
<a href="#">Diethylhexyl-phthalate (DEHP)</a>	carcinogenicity (causes cancer)	0.012	$1 \times 10^{-6}$	0.004	$3 \times 10^{-7}$ (three per ten million)
<a href="#">Dinoseb</a>	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
<a href="#">Dioxin (2,3,7,8-TCDD)</a>	carcinogenicity (causes cancer)	$5 \times 10^{-11}$	$1 \times 10^{-6}$	$3 \times 10^{-8}$	$6 \times 10^{-4}$ (six per ten thousand)
<a href="#">Diquat</a>	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.015	NA	0.02	NA
<a href="#">Endothall</a>	digestive system toxicity (harms the stomach or intestine)	0.58	NA	0.1	NA
<a href="#">Endrin</a>	hepatotoxicity (harms the liver) neurotoxicity (causes convulsions)	0.0018	NA	0.002	NA

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

<b>Chemical</b>	<b>Health Risk Category<sup>1</sup></b>	<b>California PHG (mg/L)<sup>2</sup></b>	<b>Cancer Risk<sup>3</sup> at the PHG</b>	<b>California MCL<sup>4</sup> (mg/L)</b>	<b>Cancer Risk at the California MCL</b>
<a href="#"><u>Ethylbenzene (phenylethane)</u></a>	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA
<a href="#"><u>Ethylene dibromide</u></a>	carcinogenicity (causes cancer)	0.00001	$1 \times 10^{-6}$	0.00005	$5 \times 10^{-6}$ (five per million)
<a href="#"><u>Fluoride</u></a>	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
<a href="#"><u>Glyphosate</u></a>	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
<a href="#"><u>Heptachlor</u></a>	carcinogenicity (causes cancer)	0.000008	$1 \times 10^{-6}$	0.00001	$1 \times 10^{-6}$ (one per million)
<a href="#"><u>Heptachlor epoxide</u></a>	carcinogenicity (causes cancer)	0.000006	$1 \times 10^{-6}$	0.00001	$2 \times 10^{-6}$ (two per million)
<a href="#"><u>Hexachlorobenzene</u></a>	carcinogenicity (causes cancer)	0.00003	$1 \times 10^{-6}$	0.001	$3 \times 10^{-5}$ (three per hundred thousand)
<a href="#"><u>Hexachloro-cyclopentadiene (HEX)</u></a>	digestive system toxicity (causes stomach lesions)	0.05	NA	0.05	NA

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<u>Lead</u>	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (cause high blood pressure) carcinogenicity (causes cancer)	0.0002	$3 \times 10^{-8}$ (PHG is not based on this effect)	0.015 (AL) <sup>8</sup>	$2 \times 10^{-6}$ (two per million)
<u>Lindane</u> ( <u><math>\gamma</math>-BHC</u> )	carcinogenicity (causes cancer)	0.000032	$1 \times 10^{-6}$	0.0002	$6 \times 10^{-6}$ (six per million)
<u>Mercury</u> ( <u>inorganic</u> )	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA
<u>Methoxychlor</u>	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
<u>Methyl tertiary-butyl ether</u> ( <u>MTBE</u> )	carcinogenicity (causes cancer)	0.013	$1 \times 10^{-6}$	0.013	$1 \times 10^{-6}$ (one per million)
<u>Molinate</u>	carcinogenicity (causes cancer)	0.001	$1 \times 10^{-6}$	0.02	$2 \times 10^{-5}$ (two per hundred thousand)
<u>Monochlorobenzene</u> ( <u>chlorobenzene</u> )	hepatotoxicity (harms the liver)	0.2	NA	0.07	NA
<u>Nickel</u>	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

<b>Chemical</b>	<b>Health Risk Category<sup>1</sup></b>	<b>California PHG (mg/L)<sup>2</sup></b>	<b>Cancer Risk<sup>3</sup> at the PHG</b>	<b>California MCL<sup>4</sup> (mg/L)</b>	<b>Cancer Risk at the California MCL</b>
<a href="#"><u>Nitrate</u></a>	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	45 as NO <sub>3</sub>	NA
<a href="#"><u>Nitrite</u></a>	hematotoxicity (causes methemoglobinemia)	1 as nitrogen	NA	1 as nitrite-nitrogen	NA
<a href="#"><u>Nitrate and Nitrite</u></a>	hematotoxicity (causes methemoglobinemia)	10 as nitrogen	NA	10 as nitrogen	NA
<a href="#"><u>N-nitroso-dimethyl-amine (NDMA)</u></a>	carcinogenicity (causes cancer)	0.000003	1x10 <sup>-6</sup>	---	NA
<a href="#"><u>Oxamyl</u></a>	general toxicity (causes body weight effects)	0.026	NA	0.05	NA
<a href="#"><u>Pentachloro-phenol (PCP)</u></a>	carcinogenicity (causes cancer)	0.0003	1x10 <sup>-6</sup>	0.001	3x10 <sup>-6</sup> (three per million)
<a href="#"><u>Perchlorate</u></a>	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelopmental deficits)	0.006 <sup>9</sup>	NA	0.006	NA
<a href="#"><u>Picloram</u></a>	hepatotoxicity (harms the liver)	0.5	NA	0.5	NA

<sup>9</sup> This is the current PHG value for perchlorate. A revised draft PHG for perchlorate was posted online for public comment on December 7, 2012. <http://www.oehha.ca.gov/water/phg/120712Perchlorate.html>.

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">Polychlorinated biphenyls (PCBs)</a>	carcinogenicity (causes cancer)	0.00009	$1 \times 10^{-6}$	0.0005	$6 \times 10^{-6}$ (six per million)
<a href="#">Radium-226</a>	carcinogenicity (causes cancer)	0.05 pCi/L	$1 \times 10^{-6}$	5 pCi/L	$1 \times 10^{-4}$ (one per ten thousand)
<a href="#">Radium-228</a>	carcinogenicity (causes cancer)	0.019 pCi/L	$1 \times 10^{-6}$	5 pCi/L (combined Ra <sup>226+228</sup> )	$3 \times 10^{-4}$ (three per ten thousand)
<a href="#">Selenium</a>	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA
<a href="#">Silvex (2,4,5-TP)</a>	hepatotoxicity (harms the liver)	0.025	NA	0.05	NA
<a href="#">Simazine</a>	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
<a href="#">Strontium-90</a>	carcinogenicity (causes cancer)	0.35 pCi/L	$1 \times 10^{-6}$	8 pCi/L	$2 \times 10^{-5}$ (two per hundred thousand)
<a href="#">Styrene (vinylbenzene)</a>	carcinogenicity (causes cancer)	0.0005	$1 \times 10^{-6}$	0.1	$2 \times 10^{-4}$ (two per ten thousand)

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">1,1,2,2-Tetrachloroethane</a>	carcinogenicity (causes cancer)	0.0001	$1 \times 10^{-6}$	0.001	$1 \times 10^{-5}$ (one per hundred thousand)
<a href="#">Tetrachloroethylene (perchloroethylene, or PCE)</a>	carcinogenicity (causes cancer)	0.00006	$1 \times 10^{-6}$	0.005	$8 \times 10^{-5}$ (eight per hundred thousand)
<a href="#">Thallium</a>	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA
<a href="#">Thiobencarb</a>	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.07	NA	0.07	NA
<a href="#">Toluene (methylbenzene)</a>	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
<a href="#">Toxaphene</a>	carcinogenicity (causes cancer)	0.00003	$1 \times 10^{-6}$	0.003	$1 \times 10^{-4}$ (one per ten thousand)
<a href="#">1,2,4-Trichlorobenzene (Unsym-TCB)</a>	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

Chemical	Health Risk Category <sup>1</sup>	California PHG (mg/L) <sup>2</sup>	Cancer Risk <sup>3</sup> at the PHG	California MCL <sup>4</sup> (mg/L)	Cancer Risk at the California MCL
<a href="#">1,1,1-Trichloroethane</a>	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA
<a href="#">1,1,2-Trichloroethane</a>	carcinogenicity (causes cancer)	0.0003	$1 \times 10^{-6}$	0.005	$2 \times 10^{-5}$ (two per hundred thousand)
<a href="#">1,1,2-Trichloroethylene (TCE)</a>	carcinogenicity (causes cancer)	0.0017	$1 \times 10^{-6}$	0.005	$3 \times 10^{-6}$ (three per million)
<a href="#">Trichlorofluoromethane (Freon 11)</a>	hepatotoxicity (harms the liver)	0.7	NA	0.15	NA
<a href="#">1,2,3-Trichloropropane (1,2,3-TCP)</a>	carcinogenicity (causes cancer)	0.0000007	$1 \times 10^{-6}$	---	NA
<a href="#">1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)</a>	hepatotoxicity (harms the liver)	4	NA	1.2	NA
<a href="#">Tritium</a>	carcinogenicity (causes cancer)	400 pCi/L	$1 \times 10^{-6}$	20,000 pCi/L	$5 \times 10^{-5}$ (five per hundred thousand)

**Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)**

<b>Chemical</b>	<b>Health Risk Category<sup>1</sup></b>	<b>California PHG (mg/L)<sup>2</sup></b>	<b>Cancer Risk<sup>3</sup> at the PHG</b>	<b>California MCL<sup>4</sup> (mg/L)</b>	<b>Cancer Risk at the California MCL</b>
<a href="#">Uranium</a>	carcinogenicity (causes cancer)	0.43 pCi/L	$1 \times 10^{-6}$	20 pCi/L	$5 \times 10^{-5}$ (five per hundred thousand)
<a href="#">Vinyl chloride</a>	carcinogenicity (causes cancer)	0.00005	$1 \times 10^{-6}$	0.0005	$1 \times 10^{-5}$ (one per hundred thousand)
<a href="#">Xylene</a>	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

**Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals**

Chemical	Health Risk Category <sup>1</sup>	U.S. EPA MCLG <sup>2</sup> (mg/L)	Cancer Risk <sup>3</sup> @ MCLG	California MCL <sup>4</sup> (mg/L)	Cancer Risk @ California MCL
<b>Disinfection byproducts (DBPS)</b>					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4 <sup>5</sup>	NA	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4 <sup>5</sup>	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8 <sup>5</sup>	NA	none	NA
<b>Disinfection byproducts: haloacetic acids (HAA5)</b>					
Chloroacetic acid	general toxicity (causes body and organ weight changes <sup>6</sup> )	0.07	NA	none	NA
Dichloroacetic acid	carcinogenicity (causes cancer)	0	0	none	NA
Trichloroacetic acid	hepatotoxicity (harms the liver)	0.02	0	none	NA
Bromoacetic acid	NA	none	NA	none	NA

<sup>1</sup> Health risk category based on the U.S. EPA MCLG document or California MCL document unless otherwise specified.

<sup>2</sup> MCLG = maximum contaminant level goal established by U.S. EPA.

<sup>3</sup> Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero.  $1 \times 10^{-6}$  means one excess cancer case per million people exposed.

<sup>4</sup> California MCL = maximum contaminant level established by California.

<sup>5</sup> Maximum Residual Disinfectant Level Goal, or MRDLG

<sup>6</sup> Body weight effects are an indicator of general toxicity in animal studies.

**Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals**

Chemical	Health Risk Category <sup>1</sup>	U.S. EPA MCLG <sup>2</sup> (mg/L)	Cancer Risk <sup>3</sup> @ MCLG	California MCL <sup>4</sup> (mg/L)	Cancer Risk @ California MCL
Dibromoacetic acid	NA	none	NA	none	NA
Total haloacetic acids	carcinogenicity (causes cancer)	none	NA	0.06	NA
<b>Disinfection byproducts: trihalomethanes (THMs)</b>					
Bromodichloromethane (BDCM)	carcinogenicity (causes cancer)	0	0	none	NA
Bromoform	carcinogenicity (causes cancer)	0	0	none	NA
Chloroform	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.07	NA	none	NA
Dibromo-chloromethane (DBCM)	hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	0.06	NA	none	NA
Total (sum of BDCM, bromoform, chloroform and DBCM)	carcinogenicity (causes cancer), hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	none	NA	0.08	NA

**Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals**

Attachment No. 2

Chemical	Health Risk Category <sup>1</sup>	U.S. EPA MCLG <sup>2</sup> (mg/L)	Cancer Risk <sup>3</sup> @ MCLG	California MCL <sup>4</sup> (mg/L)	Cancer Risk @ California MCL
<b>Radionuclides</b>					
Gross alpha particles <sup>7</sup>	carcinogenicity (causes cancer)	0 ( <sup>210</sup> Po included)	0	15 pCi/L <sup>8</sup> (includes <sup>226</sup> Ra but not radon and uranium)	up to 1x10 <sup>-3</sup> (for <sup>210</sup> Po, the most potent alpha emitter)
Beta particles and photon emitters <sup>7</sup>	carcinogenicity (causes cancer)	0 ( <sup>210</sup> Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to 2x10 <sup>-3</sup> (for <sup>210</sup> Pb, the most potent beta-emitter)

<sup>7</sup> MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHHA memoranda discussing the cancer risks at these MCLs at <http://www.oehha.ca.gov/water/phg/index.html>.

<sup>8</sup> pCi/L = picocuries per liter of water.

**ATTACHMENT NO. 3**

**Table 1**

**Reference: 2012 ACWA PHG Survey**

**COST ESTIMATES FOR TREATMENT TECHNOLOGIES**

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

<b>No.</b>	<b>Treatment Technology</b>	<b>Source of Information</b>	<b>Estimated Unit Cost 2012 ACWA Survey (\$/1,000 gallons treated)</b>
1	Ion Exchange	Coachella Valley WD, for GW, to reduce Arsenic concentrations. 2011 costs.	1.84
2	Ion Exchange	City of Riverside Public Utilities, for GW, for Perchlorate treatment.	0.89
3	Ion Exchange	Carollo Engineers, anonymous utility, 2012 costs for treating GW source for Nitrates. Design source water concentration: 88 mg/L NO <sub>3</sub> . Design finished water concentration: 45 mg/L NO <sub>3</sub> . Does not include concentrate disposal or land cost.	0.67
4	Granular Activated Carbon	City of Riverside Public Utilities, GW sources, for TCE, DBCP (VOC, SOC) treatment.	0.45
5	Granular Activated Carbon	Carollo Engineers, anonymous utility, 2012 costs for treating SW source for TTHMs. Design source water concentration: 0.135 mg/L. Design finished water concentration: 0.07 mg/L. Does not include concentrate disposal or land cost.	0.32
6	Granular Activated Carbon, Liquid Phase	LADWP, Liquid Phase GAC treatment at Tujunga Well field. Costs for treating 2 wells. Treatment for 1,1 DCE (VOC). 2011-2012 costs.	1.36
7	Reverse Osmosis	Carollo Engineers, anonymous utility, 2012 costs for treating GW source for Nitrates. Design source water concentration: 88 mg/L NO <sub>3</sub> . Design finished water concentration: 45 mg/L NO <sub>3</sub> . Does not include concentrate disposal or land cost.	0.72
8	Packed Tower Aeration	City of Monrovia, treatment to reduce TCE, PCE concentrations. 2011-12 costs.	0.39
9	Ozonation+ Chemical addition	SCVWD, STWTP treatment plant includes chemical addition + ozone generation costs to reduce THM/HAA concentrations. 2009-2012 costs.	0.08
10	Ozonation+ Chemical addition	SCVWD, PWTP treatment plant includes chemical addition + ozone generation costs to reduce THM/HAA concentrations, 2009-2012 costs.	0.18

**COST ESTIMATES FOR TREATMENT TECHNOLOGIES**  
**(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)**

<b>No.</b>	<b>Treatment Technology</b>	<b>Source of Information</b>	<b>Estimated Unit Cost 2012 ACWA Survey (\$/1,000 gallons treated)</b>
11	Coagulation/Filtration	Soquel WD, treatment to reduce manganese concentrations in GW. 2011 costs.	0.68
12	Coagulation/Filtration Optimization	San Diego WA, costs to reduce THM/Bromate, Turbidity concentrations, raw SW a blend of State Water Project water and Colorado River water, treated at Twin Oaks Valley WTP.	0.77
13	Blending (Well)	Rancho California WD, GW blending well, 1150 gpm, to reduce fluoride concentrations.	0.64
14	Blending (Wells)	Rancho California WD, GW blending wells, to reduce arsenic concentrations, 2012 costs.	0.52
15	Blending	Rancho California WD, using MWD water to blend with GW to reduce arsenic concentrations. 2012 costs.	0.62
16	Corrosion Inhibition	Atascadero Mutual WC, corrosion inhibitor addition to control aggressive water. 2011 costs.	0.08



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

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO RECEIVE COMMENTS ON AND CONSIDER  
ACCEPTING CITY OF LODI'S REPORT ON WATER QUALITY  
RELATIVE TO PUBLIC HEALTH GOALS**

**PUBLISH DATE: SATURDAY, SEPTEMBER 7, 2013**

**LEGAL AD**

**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL-OLSON, CITY CLERK  
**LNS ACCT. #0510052** City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED: THURSDAY, SEPTEMBER 5, 2013**

**ORDERED BY: RANDI JOHL-OLSON  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA DITMORE  
ADMINISTRATIVE CLERK

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## DECLARATION OF POSTING

### **PUBLIC HEARING TO RECEIVE COMMENTS ON AND CONSIDER ACCEPTING CITY OF LODI'S REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS**

On Thursday, September 5, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to receive comments on and consider accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (attached and marked as Exhibit A) was posted at the following locations:

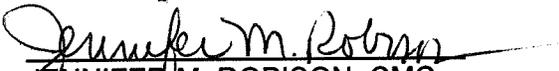
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

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

Executed on September 5, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA DITMORE  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: October 2, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

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

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

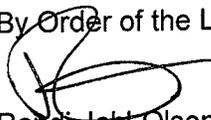
NOTICE IS HEREBY GIVEN that on **Wednesday, October 2, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Receive comments on and consider accepting City of Lodi's Report on Water Quality Relative to Public Health Goals.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

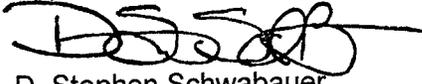
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Randi Johl-Olson  
City Clerk

Dated: **September 4, 2013**

Approved as to form:

  
D. Stephen Schwabauer  
City Attorney



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Post for Vacancies on the Lodi Arts Commission and Lodi Improvement Committee  
**MEETING DATE:** October 2, 2013  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Direct the City Clerk to post for vacancies on the Lodi Arts Commission and Lodi Improvement Committee.

**BACKGROUND INFORMATION:** The City Clerk's Office received letters of resignation (filed) from Lodi Arts Commissioner Sara Mellor and Lodi Improvement Committee member Jarred Ditmore. Therefore, it is recommended that the City Council direct the City Clerk to post for the following vacancies. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**Lodi Arts Commission**

Sara Mellor Term to expire July 1, 2014

**Lodi Improvement Committee**

Jarred Ditmore Term to expire March 1, 2015

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl-Olson  
City Clerk

RJO/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Introduce Ordinance Amending Lodi Municipal Code Chapter 2.04 – City Council Meetings, by Repealing and Reenacting Sections 2.04.130 “Addressing the Council” and 2.04.150 “Decorum” in their Entirety

**MEETING DATE:** October 2, 2013

**PREPARED BY:** City Attorney’s Office

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**RECOMMENDED ACTION:** Introduce Ordinance amending Lodi Municipal Code Chapter 2.04 – City Council Meetings, by repealing and reenacting Sections 2.04.130 “Addressing the Council” and 2.04.150 “Decorum” in their entirety.

**BACKGROUND INFORMATION:** The Municipal Code has long required citizens addressing the City Council to identify themselves by name and address before addressing the Council (Lodi Municipal Code Section 2.04.130). The code has not been enforced for many years as a result of case law that found similar provisions to violate the First Amendment. These draft revisions will conform our Municipal Code to our practice.

Recent case law has also preempted our current Municipal Code requirements to address the Council. Section 2.04.130 prohibits making personal, impertinent or slanderous remarks or who becomes boisterous during the council meeting. Although the Council does have the power consistent with the First Amendment to maintain order during a council meeting, the Ninth Circuit has concluded that the above speech is protected unless it actually disturbs the conduct of a council meeting. (Acosta v. City of Costa Mesa) These changes conform our code to the Ninth Circuit’s requirements while maintaining Council’s ability to maintain order.

Staff recommends that the City Council introduce the ordinance repealing and reenacting the referenced Municipal Code sections.

**FISCAL IMPACT:** N/A

**FUNDING:** N/A

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Stephen Schwabauer  
City Attorney

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE CHAPTER 2.04 – CITY COUNCIL  
MEETINGS – BY REPEALING AND REENACTING  
SECTIONS 2.04.130 “ADDRESSING THE COUNCIL” AND  
2.04.150 “DECORUM” IN THEIR ENTIRETY

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 2.04.130 “Addressing the Council” is hereby repealed and reenacted to read as follows:

2.04.130 - Addressing the Council.

- A. Any interested person may, subject to the rules of procedure adopted hereunder, speak on any item coming before the council. It shall not be required that persons wishing to speak give prior written notice, but priority shall be given to those who have so notified the city clerk in advance.
- B. After a motion is made and seconded, no person shall address the city council without first securing permission of the council to do so.
- C. Remarks by the public shall be made only from the podium. Speakers ~~shall be requested but not required to~~ first give their names and addresses for the record, ~~and no~~ one shall be permitted to enter into any discussion without permission of the presiding officer.

SECTION 2. Lodi Municipal Code Section 2.04.150 “Addressing the Council” is hereby repealed and reenacted to read as follows:

2.04.150 - Decorum.

- A. Council Members. While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise provided by this chapter. Any member who, after warning by the chair, repeatedly violates these rules may be ejected for the remainder of the meeting by two-thirds vote of the council.
- B. Other Persons. Any person ~~making personal, impertinent or slanderous remarks or who becomes boisterous during the council meeting who utters language or engages in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any council meeting~~ shall be forthwith, by the presiding officer, barred from further audience at the meeting before the council, unless permission to continue is granted by a majority vote of the council.
- C. Any violation of this section may be punished as an infraction pursuant to Section 1.08.010 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. 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 \_\_\_\_\_, 2013

\_\_\_\_\_  
ALAN NAKANISHI  
MAYOR

ATTEST:

RANDI JOHL-OLSON  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held October 2, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2013, 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-OLSON  
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER  
City Attorney