



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: October 15, 2014

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

For information regarding this Agenda please contact:

Jennifer M. Robison

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, 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, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, Lodi Professional Firefighters, and International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

- C-1 Receive Register of Claims in the Amount of \$2,898,542.18 (FIN)
- C-2 Approve Minutes (CLK)
 - a) September 30 and October 7, 2014 (Shirtsleeve Sessions)
 - b) October 1, 2014 (Regular Meeting)
- C-3 Report of Sale of Surplus Equipment (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Lake Storm Drain Outfall Improvement Project (PW)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Northern Plume Monitoring Well Installation Project (PW)
- C-6 Approve Specifications and Authorize Advertisement for Bids for City Hall Boiler Replacement Project (PW)
- C-7 Accept Memorial Bench and Plaque Project in Memory of Hank Wright (PRCS)
- Res. C-8 Adopt Resolution Authorizing Purchase of 2015 PB Overhead Loader from Nixon-Elgi Equipment Company, of Tracy (\$201,507.28) (PW)
- Res. C-9 Adopt Resolution Approving the Sole-Source Purchase of a Parking Enforcement Vehicle from Maintenance Municipal Equipment, of Sacramento, and Appropriating Funds (\$39,004) (PD)

- Res. C-10 Adopt Resolution Authorizing Standardization and Sole Source Procurement of Wonderware Operations Software for Public Works Facilities from Wonderware NorCal, of Healdsburg (PW)
- Res. C-11 Adopt Resolution Awarding Contract for Granular Activated Carbon Replacement, Well No. 18 and No. 20 to Calgon Carbon, of Pittsburgh, Pennsylvania (\$210,626.40) (PW)
- Res. C-12 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Hutchins Street Square Roof Repair Project (\$49,976) (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Reynolds Ranch Phase 3A Public Improvements (PW)
- Res. C-14 Adopt Resolution Approving the Cost Sharing Fee for Fiscal Year 2014/15 between the City of Stockton and Sirsi Corporation, of Lehi, Utah (\$25,039) (LIB)
- Res. C-15 Adopt Resolution Authorizing the Lodi Police Department to Apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant (\$40,000) (PD)
- Res. C-16 Adopt Resolution Accepting a Donation from the Lodi Police Foundation (\$200,000) and Grant from the State Homeland Security Grant Program (\$50,000); Awarding the Bid for the Purchase of an Armored Rescue Vehicle from The Armored Group, of Fort Worth, Texas; and Appropriating Funds (\$250,000) (PD)
- C-17 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- C-18 Set Public Hearing for November 19, 2014, to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2015 (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

- H-1 Post for Expiring Terms on the Lodi Senior Citizens Commission, Personnel Board of Review, Recreation Commission, San Joaquin Council of Governments Citizens' Advisory Committee, and the Site Plan and Architectural Review Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar

- I-1 Annual Americans with Disabilities Act Committee Report (CD)
- Ord. I-2 Introduce Ordinance Amending Lodi Municipal Code Chapter 5.12 – Cardrooms – by Repealing (Introduce) and Re-enacting Section 5.12.140 (C), "Rules and Regulations" (CA)

- Res. I-3 Adopt Resolutions (A) Authorizing City Manager to Execute a Fire and Emergency Medical Dispatching Services Agreement with the City of Stockton and (B) Approving the Elimination of Two Vacant and Funded Dispatcher/Jailer Positions in the Police Department (FD/CM)
- Res. I-4 Adopt Resolution Approving the Classification and Salary Range for the Positions of Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor and Approving the Reclassification of Two Electrical Drafting Technicians to Electrical Engineering Technicians and One Senior Electrical Technician to Substation/Metering Supervisor (CM)
- Res. I-5 Adopt Resolution Approving the Reclassification of Two Accounting Clerks to the Position of Finance Technician (CM)

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1898 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 8 – Health and Safety – by Adding Chapter 8.30, 'Regulation of Marijuana Cultivation,' Within the City of Lodi" (CLK)
- Ord. J-2 Adopt Ordinance No. 1899 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 15.20, 'Fire Code' by Adding Section 15.20.275, 'Electronic Records'" (CLK)

K. Adjournment

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

Jennifer M. Robison
City Clerk

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

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**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through September 25, 2014 in the Total Amount of \$2,898,542.18.

MEETING DATE: October 15, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,898,542.18.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,898,542.18 through 09/25/14. Also attached is Payroll in the amount of \$1,312,562.96.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Accounts Payable
Council Report

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Date - 10/01/14

As of Thursday	Fund	Name	Amount
09/25/14	00100	General Fund	1,675,357.38
	00120	Vehicle Replacement Fund	4,548.88
	00160	Electric Utility Fund	62,461.36
	00161	Utility Outlay Reserve Fund	7,971.56
	00164	Public Benefits Fund	10,020.76
	00166	Solar Surcharge Fund	21,000.00
	00168	Environmental Compliance	7,863.50
	00170	Waste Water Utility Fund	53,030.70
	00171	Waste Wtr Util-Capital Outlay	110,488.61
	00180	Water Utility Fund	363,858.29
	00181	Water Utility-Capital Outlay	24,285.71
	00210	Library Fund	6,929.36
	00260	Internal Service/Equip Maint	35,611.50
	00270	Employee Benefits	9,820.88
	00300	General Liabilities	42,470.29
	00310	Worker's Comp Insurance	9,803.87
	00320	Street Fund	11,590.00
	00321	Gas Tax-2105,2106,2107	29,471.67
	00325	Measure K Funds	17,865.30
	00331	Federal - Streets	83,611.29
	00340	Comm Dev Special Rev Fund	1,196.14
	00347	Parks, Rec & Cultural Services	20,744.13
	00459	H U D	6,132.66
	00502	L&L Dist Z1-Almond Estates	13,372.23
	01211	Capital Outlay/General Fund	67,887.38
	01214	Arts in Public Places-IMF	150.00
	01250	Dial-a-Ride/Transportation	162,649.83
	01252	PTMISEA	595.00
	01410	Expendable Trust	7,600.05
Sum			2,868,388.33
	00185	PCE/TCE Rate Abatement Fund	17,806.25
	00190	Central Plume	12,347.60
Sum			30,153.85
Total Sum			2,898,542.18

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	08/31/14	00100	General Fund	715,124.95
		00160	Electric Utility Fund	163,330.49
		00161	Utility Outlay Reserve Fund	4,306.52
		00170	Waste Water Utility Fund	117,893.00
		00180	Water Utility Fund	11,318.27
		00210	Library Fund	25,550.21
		00260	Internal Service/Equip Maint	15,708.83
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	33,104.49
		00340	Comm Dev Special Rev Fund	25,300.73
		00347	Parks, Rec & Cultural Services	112,841.89
		01250	Dial-a-Ride/Transportation	7,919.47
Pay Period Total:				
			Sum	1,235,354.74
Retiree	10/31/14	00100	General Fund	77,208.22
Pay Period Total:				
			Sum	77,208.22



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Minutes
a) September 30, 2014 (Shirtsleeve Session)
b) October 1, 2014 (Regular Meeting)
c) October 7, 2014 (Shirtsleeve Session)

MEETING DATE: October 15, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) September 30, 2014 (Shirtsleeve Session)
b) October 1, 2014 (Regular Meeting)
c) October 7, 2014 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Jennifer M. Robison
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 30, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 30, 2014, commencing at 7:00 a.m.

Present: Council Member Mounce, Council Member Nakanishi, and Mayor Katzakian

Absent: Council Member Johnson, and Mayor Pro Tempore Hansen

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

B. Topic(s)

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

Parks, Recreation, and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding the department's services. Specific topics of discussion included 2013/14 accomplishments, department finances, operating revenue and expenses, and focus in 2014/15.

Council Member Mounce suggested that staff contact the director of the Community Partnership for Families regarding the strategic plan for assistance in translating the document into languages other than Spanish in order to reach a greater population on the east side. In response, Mr. Hood stated that the project website, lodiparksdivision.com, posts and translates the survey into any language. In addition, staff will conduct neighborhood outreach and offer citizens to take the survey in their language via a portable laptop.

In response to Council Member Nakanishi, Mr. Hood reviewed the comments received at the public meeting regarding the strategic plan, which included need for community center on the east side, financial sustainability for the department, river access, additional trails and bike paths, and enhanced community connectivity. In regard to Lodi Lake, the majority in attendance concurred that it is the premier park in the City and expressed support that efforts continue to ensure it remains maintained and attractive to citizens and visitors.

Council Member Mounce suggested that staff work with the property owner near Highway 99 and Mokelumne River to create a new public access point to the river, which could also reduce the homeless problem in that area. Mr. Hood responded that he would look into the matter and work with the property owner and Caltrans, as there could be some right-of-way issues involving the state.

In response to Council Member Nakanishi, Mr. Hood stated that approximately 42 percent of department revenue comes from fees. In further response, Mr. Hood stated he is hopeful that the department will be out of the red and will break even in June of next year, which will enable the department to begin building a fund balance to be used toward capital improvements, maintenance, and infrastructure. The strategic plan will provide direction on how to proceed with the budget and will prioritize needs.

Council Member Mounce reported that the consultant mentioned to her the possibility of a sales or property tax to pay for facilities the City does not have. She stated she was unsure whether the community would embrace that idea, but she looked forward to receiving the survey results.

In response to Mayor Katzakian, Deputy City Manager Jordan Ayers stated that the debt service for Hutchins Street Square also includes the downtown improvements and Police Department building; the City is currently paying down interest only on this debt; payments on principle will

begin October 1; and the debt service is scheduled to be paid off in 2031. Of the total debt service, 40 percent is for the Community Center.

B-2 Electric Vehicle Charging Stations: Payment Options (EU)

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding electric vehicle charging stations and related payment options. Specific topics of discussion included background, locations, electric vehicle energy consumption, payment options, issues and related pros and cons, and next steps.

In response to Mayor Katzakian, Ms. Kirkley stated that the annual cost in energy to charge electric vehicles, based on a G-1 rate, is \$3,126.

Deputy City Manager Jordan Ayers reported that, to date, the City has received two checks, totaling \$750, from customers who use the charging stations as donation toward the cost.

In response to Mayor Katzakian, Ms. Kirkley stated that the only option to add more charging stations in town would be through the California Municipal Utility Association and would be separate from the original grant to the City. Sites being considered through that option include the Reynolds Ranch and Super Wal-Mart sites, and the City would receive revenue associated with that energy usage. City Manager Schwabauer added that those charging stations would include a payment system in a single unit; whereas, Ms. Kirkley stated that any type of payment system on the existing charging stations would be added on to those units.

In response to Mayor Katzakian, Ms. Kirkley stated that the grant contract states that the current charging stations are to remain in place through 2019.

In response to Council Member Mounce, Ms. Kirkley stated that the grant also requires the City to maintain the units through 2019 as status quo.

In response to Council Member Nakanishi, Mr. Kirkley stated that there is no way to accurately track how many customers take advantage of the charging units, but Mr. Schwabauer estimated there are at least 10 to 15 steady customers that he has seen utilizing the stations.

In response to Council Member Nakanishi, Mr. Schwabauer stated that, for this project, the City has likely spent \$1,000 a year in wholesale power costs (or \$3,000 in retail) and another \$10,000 to \$15,000 for the electrical infrastructure. Mr. Nakanishi stated the City should recoup those costs, to which Mr. Schwabauer responded that the discussion has come before Council previously about whether or not to charge customers and by what means. The technology to add a payment feature was considered too costly to install, but recently new options were presented, including the drop-box and smart phone solutions.

In response to Council Member Mounce, Ms. Kirkley stated that a majority of other municipalities have been providing the service for free; however, most are beginning to research charging because usage has increased.

Mr. Schwabauer stated that the drop-box option would be enforced similar to how parking lots, including Lodi Lake, are enforced where those violating the rules would receive a ticket. He acknowledged that there is a small number who bypass the system, but the penalty would be in place to monitor the majority of users. He explained that, if a payment in the drop box does not match up to a tag, a fine would be imposed.

In response to Council Member Nakanishi, Engineering and Operations Manager Jay Marchesseault stated that the cost associated with installing a drop box is more expensive than the smart phone option because they are large, heavy, metal boxes, which need to be indestructible against theft, and would need to be installed at each of the nine locations. The smart phone option, however, is a key pad that mounts to the existing ClipperCreek units, which the customer would access via a pin or code entered into their smart phone to make a payment. Mr. Marchesseault added that those who do not own a smart phone can sign up for an account,

receive a key code, and pay monthly. For a slightly higher cost, ClipperCreek offers a digital pay station for credit cards.

Council Member Mounce stated that she believed the cost for the few who use the service is not that significant and stated she supported the donation option.

In response to Mayor Katakian, Ms. Kirkley stated that a parking sticker would not be a viable option for visitors to the Lodi community.

Mayor Katakian and Council Member Nakanishi also agreed to leave the matter as is and operate on a donation basis at this time.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:04 a.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, OCTOBER 1, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of October 1, 2014, was called to order by Mayor Pro Tempore Hansen at 5:34 p.m.

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

Absent: Mayor Katakian

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

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, 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, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Prospective Option to Lease City Property (20± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 North Thornton Road, Lodi, CA); the Negotiating Parties are PG&E and the City of Lodi; Price and Terms of the Lease are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 5:34 p.m., Mayor Pro Tempore Hansen adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:47 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Pro Tempore Hansen reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion and direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of October 1, 2014, was called to order by Mayor Pro Tempore Hansen at 7:00 p.m.

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

Absent: Mayor Katakian

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

B. Presentations

B-1 Domestic Violence Awareness Month Proclamation (CLK)

Mayor Katzakian presented proclamation to Jennifer Jones, Director of Operations with the Women's Center of San Joaquin Youth and Family Services, proclaiming the month of October 2014 as "Domestic Violence Awareness Month" in the City of Lodi.

B-2 Fire Prevention Week Proclamation (FD)

Mayor Pro Tempore Hansen presented proclamation to Fire Chief Larry Rooney proclaiming the week of October 5 - 11, 2014, as "Fire Prevention Week" in the City of Lodi. Chief Rooney invited the Council and public to attend its open house at Fire Station No. 1 on October 11 from 10 a.m. to 2 p.m. and its fire prevention class on October 22 at the Lodi Public Library.

B-3 Lodi Fire Department Pink October Breast Cancer Awareness Month Fundraiser Proclamation (FD)

Mayor Pro Tempore Hansen presented proclamation to Fire Chief Larry Rooney proclaiming the month of October 2014 as "Lodi Fire Department Pink October Breast Cancer Awareness Month" in the City of Lodi. Chief Rooney announced that firefighters will be selling Pink October t-shirts at the Lodi Street Faire on Sunday, October 5 and at each of the fire stations, as well as the fire administration office. In addition, a fundraiser will be held at Chili's restaurant on October 8 and 29 from 11:30 a.m. to 2 p.m. and to 5 p.m. to 10 p.m. with proceeds going toward breast cancer research. Further, the Muscular Distrophy Association "Fill the Boot" event is October 25 on Kettleman Lane in front of Wal-Mart from 9 a.m. to 3 p.m.

B-4 Firefighter Memorial Month Proclamation (FD)

Mayor Pro Tempore Hansen presented proclamation to Fire Chief Larry Rooney proclaiming the month of October 2014 as "Firefighter Memorial Month" in the City of Lodi.

B-5 Public Power Week Proclamation (EU)

Mayor Pro Tempore Hansen presented proclamation to Elizabeth Kirkley, Electric Utility Director, proclaiming the week of October 5 - 11, 2014, as "Public Power Week" in Lodi. Ms. Kirkley announced that this was the 28th year in celebration of Public Power Week and further invited the public to attend its open house on October 8.

B-6 Check Presentation for Hutchins Street Square Pool in Memory of Hank Wright (PRCS)

Mayor Pro Tempore Hansen accepted checks totaling \$1,000, as presented by Ann Voegele, from Hutchins Street Square pool patrons in memory of Hank Wright, who passed away on June 20 at the age of 82. Ms. Voegele stated that Mr. Wright was an avid, long-time patron of the pool, and she thanked those who gave to his memorial fund.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katzakian

C-1 Receive Register of Claims in the Amount of \$6,874,850.53 (FIN)

Claims were approved in the amount of \$6,874,850.53.

C-2 Approve Minutes (CLK)

The minutes of September 2, 2014 (Shirtsleeve Session), September 3, 2014 (Regular Meeting), September 9, 2014 (Shirtsleeve Session), September 16, 2014 (Shirtsleeve Session), September 16, 2014 (Special Meeting), September 17, 2014 (Regular Meeting), and September 23, 2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids to Procure Underground Electric Utility Cable (EU)

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

C-4 Approve Specifications and Authorize Advertisement for Bids to Procure Trayer Padmount Switches (EU)

Approved specifications and authorized advertisement for bids to procure Trayer padmount switches.

C-5 Adopt Resolution Authorizing the Purchase of Two 2015 Jeep Patriots from Lodi Chrysler Dodge Jeep Ram for the Building Inspection Division and Appropriating Funds (\$43,000) (CD)

This item was pulled from the Consent Calendar at the request of Council Member Johnson.

Council Member Johnson stated that he was pleased to see the City recommend purchase of vehicles from local car dealers; however, he expressed concern that one of the two vehicles being replaced still has relatively low mileage. He agreed that the high-mileage vehicle, which was taken out of service due to engine failure, should be replaced, but the two remaining vehicles for the department have relatively low mileage and he believed the City has qualified mechanical staff to maintain them.

In response to Council Member Johnson, City Manager Schwabauer stated that staff is requesting to replace only one of the two lower-mileage vehicles, with the other one serving as back-up, and the high-mileage vehicle is non-functioning and must be replaced. He stated that the lower-mileage vehicle recommended for replacement is failing and has high maintenance costs; however, he suggested staff be given time to look into that vehicle further and return to Council at a later date with a recommendation.

Council Member Johnson stated he would support the request to replace the non-functioning vehicle but not the lower-mileage vehicle.

Mayor Pro Tempore Hansen stated that, if the matter is brought back, it would be beneficial to know the repair costs because there does come a point at which more money is spent on repairs than what the vehicle is worth.

In response to Council Member Mounce, Mr. Schwabauer stated that the department could function in the meantime if at least the non-working vehicle was replaced at this time.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2014-183 authorizing the purchase of a 2015 Jeep Patriot from Lodi Chrysler Dodge Jeep Ram for the Building Inspection Division and appropriating funds in the amount of \$21,500.

VOTE:

The above motion carried by the following vote:

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

Noes: None
Absent: Mayor Katakian

C-6 Adopt Resolution Authorizing the Purchase of 2014 Isuzu Commercial Van for Graffiti Abatement from Diesel Performance, Inc., of Stockton (\$68,275.60) (PW)

This item was pulled from the Consent Calendar by Council Member Johnson.

Council Member Johnson expressed concern that a commercial van for graffiti abatement purposes costs \$68,000.

At the request of Public Works Director Wally Sandelin, this matter was tabled for a future meeting.

C-7 Adopt Resolution Awarding Contract and Authorizing Extensions for Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility to Solenis, LLC, of Wilmington, DE (\$76,908) (PW)

Adopted Resolution No. 2014-172 awarding contract and authorizing extensions for biosolids dewatering polymer at White Slough Water Pollution Control Facility to Solenis, LLC, of Wilmington, Delaware, in the amount of \$76,908.

C-8 Accept Improvements Under Contract for Lodi Lake Park - Youth Area Pathway Improvements (PW)

Accepted improvements under contract for Lodi Lake Park - Youth Area Pathway Improvements.

C-9 Adopt Resolution Accepting Donation from Hutchins Street Square Foundation (\$50,000); Authorizing the City Manager to Execute Professional Services Agreement with Empire Today, LLC, of Union City, for Carpet Replacement Project (\$104,072); and Appropriating Funds (\$50,000) (PW)

Adopted Resolution No. 2014-173 accepting a donation from Hutchins Street Square Foundation in the amount of \$50,000; authorizing the City Manager to execute a Professional Services Agreement with Empire Today, LLC, of Union City, for carpet replacement project in the amount of \$104,072; and appropriating funds in the amount of \$50,000.

C-10 Adopt Resolution Authorizing the City Manager to Execute Change Order No. 6 to 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work Contract with Popuch Concrete Contracting, Inc., of Lodi (\$218,514) (PW)

Adopted Resolution No. 2014-174 authorizing the City Manager to execute Change Order No. 6 to 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work Contract with Popuch Concrete Contracting, Inc., of Lodi, in the amount of \$218,514.

C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Drainage Permit Compliance Services (\$127,347) (PW)

Adopted Resolution No. 2014-175 authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with WGR Southwest, Inc., of Lodi, for storm drainage permit compliance services in the amount of \$127,347.

C-12 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Professional Services Agreement with Robertson-Bryant, Inc., of Elk Grove, for White Slough Water Pollution Control Facility Permit Compliance Services (\$19,200) (PW)

Adopted Resolution No. 2014-176 authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with Robertson-Bryant, Inc., of Elk Grove, for White Slough Water Pollution Control Facility permit compliance services in the amount of \$19,200.

C-13 Adopt Resolution Authorizing the City Manager to Execute Agreement with North San Joaquin Water Conservation District for Water Purchase (PW)

This item was pulled by Council Member Nakanishi for the purpose of a staff report.

City Manager Schwabauer explained that Lodi has a combination of ground and surface water supply that runs through the Surface Water Treatment Plant. The City is currently drawing 10,000 acre feet of groundwater and purchasing 6,000 acre feet from the Woodbridge Irrigation District. The North San Joaquin Water Conservation District (NSJWCD) has its own water rights and has struggled to finance improvements to its system to use its supply to the fullest. With this agreement, the City has an opportunity to purchase another 1,000 acre feet of water at a cost of \$100 per acre foot per year. Public Works Director Wally Sandelin added that this would be winter water.

In response to Council Member Mounce, Mr. Sandelin stated that there is a method in place to quantify how much water the City takes.

Mr. Schwabauer further explained the process of conjunctively recharging the water supply and provided details regarding new legislation that affects groundwater regulations.

In response to Council Member Johnson, Jennifer Spaletta with NSJWCD stated there have been some challenges over the last decade regarding the District's water rights and the ability of the District to put the full amount of its right to use by the deadline. The District requested an extension to use its 20,000 acre feet of water, which has since expired, and it is currently working to once again extend that date to 2040. She was hopeful the request for the extension would be granted by the end of the year and this agreement with the City, in conjunction with other District efforts, would demonstrate to the State that it is working toward utilizing its full allotment of water. Ms. Spaletta added that the agreement includes language that this is conditioned on State approval of NSJWCD's extension. She added that the new legislation has increased pressure on farmers to put money into their systems and has given them a reason to invest in the District's water delivery system, the revenue from which will help the District get back on its feet.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-184 authorizing the City Manager to execute agreement with North San Joaquin Water Conservation District for water purchase.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katakian

C-14 Adopt Resolution Authorizing the City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2014 Edward Byrne Memorial Justice Assistance Grant (\$20,738) (PD)

Adopted Resolution No. 2014-177 authorizing the City Manager to execute an agreement and approve proposed expenditure program for Lodi's share of the 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$20,738.

C-15 Adopt Resolution Authorizing the City Manager to Execute Improvement Agreement for Reynolds Ranch Phase 3A Public Improvements and Approving No-Parking Zones on Rocky Lane (PW)

Adopted Resolution No. 2014-178 authorizing the City Manager to execute Improvement Agreement for Reynolds Ranch Phase 3A Public Improvements and approving no-parking zones on Rocky Lane.

C-16 Adopt Resolution Approving City of Lodi 2014 Sewer System Management Plan Update (PW)

Adopted Resolution No. 2014-179 approving the City of Lodi 2014 Sewer System Management Plan Update.

C-17 Adopt Resolution Rescinding Resolution No. 2012-34 and Adopt Resolution to Approve Version 3.0 of City of Lodi Risk Management and Compliance Program for the Electric Utility (EU)

Adopted Resolution No. 2014-180 rescinding Resolution No. 2012-34 and approving Version 3.0 of City of Lodi Risk Management and Compliance Program for the Electric Utility.

C-18 Rescind Resolution 2013-21 and Adopt Resolution Authorizing Issuance of Procurement Cards to Specified Positions (CM)

Rescinded Resolution No. 2013-21 and adopted Resolution No. 2014-181 authorizing issuance of procurement cards to specified positions.

C-19 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Received update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

C-20 Adopt Resolution Opposing California Proposition 47 (Criminal Sentences, Misdemeanor Penalties, Initiative Statute.) on the November 4, 2014, Ballot (PD)

Adopted Resolution No. 2014-182 opposing California Proposition 47 (Criminal Sentences, Misdemeanor Penalties, Initiative Statute.) on the November 4, 2014, ballot.

C-21 Set Public Hearing for November 19, 2014, to Consider Unmet Transit Needs in Lodi (PW)

Set Public Hearing for November 19, 2014, to consider unmet transit needs in Lodi.

D. Comments by the Public on Non-Agenda Items

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

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

None.

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

Council Member Johnson reminded citizens that the Parks, Recreation, and Cultural Services Department has started work on a strategic plan to determine what services it will provide to the community and how to get to that end result. The consultants conducted a public meeting recently, which was relatively well attended, and he stressed that community input and involvement will help make this plan a success. This effort will include surveys, public meetings, and website information in multiple languages.

Council Member Mounce expressed appreciation to the Community Partnership for Families for its 17th annual Celebration on Central last Sunday, which brought together many agencies and citizens from the east side for food, music, activities, and information.

Mayor Pro Tempore Hansen provided an update regarding the San Joaquin Council of Governments, including the Tracy Lakes project for groundwater storage, the Highway 12 project, and the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fee increase. Mr. Hansen also reported on the Northern California Power Agency (NCPA) annual conference, as well as his participation in the interview process for NCPA's new general manager.

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

City Manager Schwabauer provided the website address for the Parks, Recreation, and Cultural Services Department strategic plan, lodiparksdivision.com, and stated that the survey is now available for public participation.

G. Public Hearings

G-1 Public Hearing to Consider Adopting a Resolution Certifying a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension (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 Pro Tempore Hansen called for the public hearing to consider adopting a resolution certifying a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension.

Senior Planner Craig Hoffman provided a PowerPoint presentation regarding the Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension. Specific topics of discussion included vicinity map, noticing requirements, public comments, and recommendation. City Manager Schwabauer stated that this action is to support the environmental issues associated with the proposed wastewater line to the Michael-David Winery and that the contract with the winery would come before Council at a later date.

In response to Council Member Mounce, Mr. Hoffman stated that the route depicted in the vicinity map was suggested by Michael-David Winery, there are other alternative routes available in the environmental documentation, and all routing options will be reviewed in the next step to see what makes the most sense. In further response, Mr. Hoffman stated that, if the final selected route is not the one depicted on the map or otherwise identified as an alternative in the environmental documentation, another review of impacts would need to be conducted.

In response to Council Member Johnson, Mr. Hoffman stated that San Joaquin County Public Works prefers a route that is in the public right of way and does not cross private property. The route depicted in the map makes the most sense from an alignment standpoint and does not create additional impacts beyond what already exists.

In response to Council Member Nakanishi, Mr. Hoffman confirmed that Michael Rego, who submitted an opposition letter that was provided to Council as a Blue Sheet item, was the only individual who expressed displeasure with the proposed pipeline. In further response, Mr. Hoffman confirmed that, if the route changed to follow Ray Road, it too would be in the public right of way. He stated that the final decision on the alignment would not be made until surveys and construction documents have been completed; however, the preferred route at this time is the one depicted on the vicinity map.

In response to Council Member Mounce, Mr. Schwabauer stated that the proposed contract currently under negotiation with Michael-David Winery calls for all project costs and City staff time to be borne by the winery. Ms. Mounce expressed support for public/private projects such as this and for the reduction in truck traffic and emissions into the air by eliminating the need to truck

winery waste. She did, however, stress that staff work with property owners and farmers in that area to ensure that farming activities are not disrupted or hindered in any way during this project. Mr. Schwabauer stated that the City Attorney is working to include a clause in the contract to ensure those issues are minimized.

Mayor Pro Tempore Hansen opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Hansen closed the public hearing.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-185 certifying a Mitigated Negative Declaration for the City of Lodi Industrial Wastewater Pipeline Extension.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katzakian

G-2 Public Hearing to Introduce Ordinance Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in Their Entirety (EU)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Pro Tempore Hansen called for the public hearing to introduce ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/ Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/ Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/ Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in their entirety.

City Manager Schwabauer stated that the Mayor was scheduled to participate in the Council meeting via teleconference; however, his plane was delayed and it would be another ten minutes until he would be available by phone.

Council Member Mounce stated she was in favor of postponing this matter in order to give citizens additional time to thoroughly understand the issue. She further suggested that, when it does come back to Council, there also be a discussion about changing the rate structure to simplify the billing for customers.

Council Member Nakanishi expressed support for continuing the hearing to a time when all five Council Members were in attendance, not via teleconference.

In response to Mr. Schwabauer, Council Member Mounce explained that she would like to see the Energy Cost Adjustment (ECA) eliminated, the number of tiers in the rate structure reduced, and a new line item specifically for infrastructure.

Rates and Resources Manager Melissa Cadek stated that many utilities have some market-type adjustment in its rate structure that is similar to Lodi's ECA.

Council Member Johnson stated he would support a motion to postpone the hearing to November 19; however, he believed any discussion on changing the rate structure should be a separate discussion as it will take staff time and effort to put information together and he did not believe that could be completed by the new hearing date.

Council Member Mounce suggested the discussion on rate structure changes occur after the newly-elected Council Members are seated.

Council Member Mounce made a motion, second by Council Member Johnson, to continue the public hearing to November 19, 2014, to consider introducing ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in their entirety.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katzakian

H. Communications - None

I. Regular Calendar

I-1 Adopt Resolution Approving City of Lodi Transit Advertising Policy (PW)

Transportation Manager Paula Fernandez provided a PowerPoint presentation regarding the City of Lodi Transit Advertising Policy. Specific topics of discussion included reasons, locations, examples of advertising panels, and implementation.

In response to Mayor Pro Tempore Hansen, Ms. Fernandez stated that City-sponsored advertisements would be handled in the same manner as outside advertising requests. Any revenue received would go to the City transit account for capital or operating expenses and would be paid out of the appropriate department account. In further response, Ms. Fernandez stated that she anticipates revenue to be \$47,000 annually and that, to date, she has received interest from the City Water Conservation division.

In response to Council Member Nakanishi, Ms. Fernandez stated that typically consultants and the agency will share the advertising commission because it helps the consultant market the program and get vendor interest.

In response to Council Member Johnson, Ms. Fernandez stated that Council action at this meeting is for the policy and that staff would return with a contract for an advertising marketer.

In response to Mayor Pro Tempore Hansen, Ms. Fernandez stated that the \$47,000 estimate is net revenue and that the consultant commission has already been factored into the equation. Mr. Hansen suggested that the newly-hired economic development position be responsible for securing advertising, instead of hiring a consultant. City Manager Schwabauer agreed that this would be an option; however, consultants typically have greater connections and the marketing skills that would likely bring more significant results than in-house staff.

In response to Council Member Johnson, Ms. Fernandez displayed sample advertisements at shelters and transit stations, adding that it would also be possible to add a monitor at the station to show bus schedules in addition to advertisements.

Public Works Director Wally Sandelin reiterated that staff is only looking for policy approval at this time and not how to implement the program.

Council Member Nakanishi made a motion, second by Council Member Mounce, to adopt Resolution No. 2014-186 approving City of Lodi Transit Advertising Policy and to provide direction that staff return to Council with the final plan or contract prior to implementation.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katakian

I-2 Introduce Ordinance Adding Lodi Municipal Code Chapter 8.30 to Prohibit the Outdoor Cultivation of Marijuana within the City of Lodi and to Regulate the Indoor Cultivation of Medical Marijuana by Qualified Patients and Primary Caregivers that Creates a Public Nuisance (CA)

City Attorney Magdich reported that the ordinance before Council is similar to the temporary moratorium that Council previously approved, with a few minor amendments: because this is a permanent ordinance, violations will be prosecuted as a misdemeanor; it prohibits cultivation outdoors; it allows indoor cultivation in residential areas only and by qualified patients and caregivers; and, if marijuana is seen or smelled beyond the property line, the City can abate under the administrative procedures in the Lodi Municipal Code or as any other violation. Ms. Magdich stated she worked with the Police Chief and Code Enforcement division on this ordinance and that, in two years, only five complaints were received, all of which were dealt with on a staff level through code enforcement procedures.

In response to Council Member Mounce, Ms. Magdich stated that, as long as marijuana cannot be seen or smelled at the property line, it can be grown indoors in an area zoned residential, which includes an attached or detached garage that complies with the building code. It does not include any other outdoor structures.

In response to Council Member Johnson, Ms. Magdich stated that an outdoor structure must meet the building code definition of a garage and that the proposed ordinance was specifically worded in order to avoid temporary outdoor structures, such as gazebos and lean-to assemblies. City Manager Schwabauer stated that the concept was to ensure these structures were secure.

In response to Mayor Pro Tempore Hansen, Ms. Magdich reiterated that the ordinance prohibits all outdoor cultivation of marijuana. If a resident is growing marijuana in the backyard, it is a violation and would be handled on a complaint-driven basis. Further, the ordinance does not allow dispensaries, but it does allow cultivation by qualified patients and caregivers, as defined by state law.

In response to Mayor Pro Tempore Hansen, Ms. Magdich stated that the issue of legalizing marijuana will most likely appear on the 2016 ballot. The California Police Chiefs had proposed legislation that would have placed regulations on the compassionate use act, but it failed in the

Assembly.

Police Chief Mark Helms thanked the City Attorney for her efforts on this issue and stated that the effort by the California Police Chiefs and the League of California Cities began in Lodi. He stated the issue would most likely be brought forward again next year as another attempt to ensure local control for cities. Council Member Mounce offered her assistance in future endeavors by coordinating efforts with the League of California Cities.

In response to Council Member Johnson, Chief Helms stated that the medical marijuana law was passed by voters and it is, unfortunately, abused as prescriptions are often written as a simple doctor's note. Ms. Magdich stated that it would require a legal constitutional amendment to correct that flaw.

Maria Rosado spoke in support of the proposed ordinance, stating she was pleased to see that the issue of odor and outdoor cultivation is being addressed.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to introduce Ordinance No. 1898 adding Lodi Municipal Code Chapter 8.30 to prohibit the outdoor cultivation of marijuana within the City of Lodi and to regulate the indoor cultivation of medical marijuana by qualified patients and primary caregivers that creates a public nuisance.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katakian

I-3 Introduce Ordinance Amending Lodi Municipal Code Chapter 15.20 - Fire Code - by Adding Section 15.20.275, "Electronic Records" (FD)

Fire Battalion Chief Gene Stoddart provided a presentation regarding the proposed amendment to the Lodi Municipal Code relating to electronic records. Specific topics of discussion included types of records and current code requirements, goals to improve the inspection and notification systems and to go paperless, and similar electronic records program at Consumnes Fire District. Chief Stoddart added that this new system would ultimately ensure compliance and would have a significant impact on fire safety, fire loss, fire detection, notification, and suppression.

In response to Council Member Mounce, Chief Stoddart confirmed that the request at this time is only to amend the ordinance and not to approve a vendor contract. Any cost to the customer for this program would likely be passed through by the vendor they select. The contractor that is ultimately selected by the City to run this program would provide training to the service providers, building owners, and fire service personnel.

In response to Council Member Nakanishi, Chief Stoddart stated that a licensed contractor would not certify a system that does not meet the standards specified in the code.

Ed Miller stated that an automated system would most likely result in a cost savings to the Fire Department and should provide access to data that would normally be difficult to obtain.

Council Member Mounce made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1899 amending Lodi Municipal Code Chapter 15.20 - Fire Code - by adding Section 15.20.275, "Electronic Records."

VOTE:

The above motion carried by the following vote:

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

Noes: None
Absent: Mayor Katzakian

I-4 Adopt Resolution Adding One Administrative Secretary and Deleting One Senior Police Administrative Clerk Position within the Police Department (CM)

Human Resources Manager Adele Post provided a brief report on the request to add one Administrative Secretary and delete one Senior Police Administrative Clerk position in the Police Department.

In response to Mayor Pro Tempore Hansen, City Manager Schwabauer stated that there will still be two clerical positions in the Police Department: one Senior Police Administrative Clerk and one Administrative Secretary. The Administrative Secretary position would perform higher class level work, including staff reports, correspondence, and contracts.

Council Member Johnson made a motion, second by Council Member Mounce, to adopt Resolution No. 2014-187 adding one Administrative Secretary and deleting one Senior Police Administrative Clerk position within the Police Department.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Katzakian

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:12 p.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 7, 2014**

The October 7, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Robison
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Report of Sale of Surplus Equipment
MEETING DATE: October 15, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Report of sale of surplus equipment.

BACKGROUND INFORMATION: The Public Works Fleet Services Division oversees the removal of vehicles and equipment from the City’s fleet, provides quarterly reporting of surplus vehicles/equipment sales to the City Council, and coordinates the disposal process and paperwork once the City Manager and the Deputy City Manager authorize the dispositions.

During the third calendar quarter of 2014, the City sold the following surplus vehicles/equipment through First Capitol Auctions, of Vallejo. The City received the following amount from the sale:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage</u>	<u>Sales Revenue</u>
1974 Chevy C30 Van (318903)	Police	59,277	\$408
1989 E-One Fire Truck (003143)	Fire	86,615	\$3,773
1972 VanPelt Fire Engine (722402)	Fire	24,083	\$1,266
1994 Plymouth Voyager Van (658486)	PRCS	116,821	\$429
1979 Ford F500 Dump Truck (EC6485)	Electric Utility	39,648	\$615
1994 Dodge Intrepid Sedan (315866)	Public Works	148,853	\$429
1998 GMC 2500 Pickup (503182)	Public Works	101,110	\$3,126
1966 Chevy C60 Truck (170913)	Public Works	92,859	\$708
1995 Ford F600 Pickup (A57135)	Public Works	101,759	<u>\$3,126</u>
	Total:		\$13,880

Revenues received from the sale of vehicles are credited to the General Fund Equipment Replacement or the appropriate Enterprise Capital fund, according to the previous assignment of the vehicle sold.

FISCAL IMPACT: Revenues received from the sale of vehicle are credited as follows and are used to help fund the replacement of these vehicles.

General Fund Equipment Replacement (1201)	\$5,876
Electric Utility (1601)	\$615
Public Works (1711)	\$3,909
Public Works (1811)	<u>\$3,480</u>
Total:	\$13,880

FUNDING AVAILABLE: None required.

 F. Wally Sandelin
 Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor
 FWS/RL/pmf

cc: Jordan Ayers, Deputy City Manager/Internal Services Director
 Thomas Dean, Fleet Coordinator
 Mike Kermgard, Police Fleet Coordinator
 Kirk Evans, Risk Manager
 Susan Bjork, Supervising Budget Analyst

Wendy Corder-Dowhower, Supervising Accountant
 George Juelch, Fleet Coordinator
 Steve Dutra, Fleet Coordinator
 Lance Roberts, Fleet Coordinator

APPROVED: _____
 Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Lake Storm Drain Outfall Improvement Project

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Lodi Lake Storm Drain Outfall Improvement Project.

BACKGROUND INFORMATION: This project consists of replacing the existing storm drain outfall pipe and constructing a new concrete outfall structure for the Lodi Lake storm drain pump station, as presented in Exhibit A. The improvements include trenching; installation of a 54-inch diameter storm drain pipe and concrete outfall structure; and other incidental and related work, all as shown on the plans and specifications for the project.

The existing Lodi Lake storm drain pump station outfall system consists of approximately 860 linear feet of 54-inch diameter concrete pipe and 54 linear feet of 66-inch diameter corrugated metal pipe (CMP). The 66-inch CMP is the last part of the outfall pipe system and is usually submerged when Lodi Lake is filled. Because of the wet condition, it has severely corroded and the outfall was temporarily repaired as shown in Exhibit B. The CMP was installed in 1985 and has reached the end of its service life. Staff recommends replacing the 66-inch CMP with a 54-inch reinforced concrete pipe (RCP). A concrete outfall structure will be installed to prevent corrosion at the discharge end of the pipe.

The new pipe will match the rest of the existing 54-inch RCP and is expected to last more than 70 years. Because the project will need to be completed when Lodi Lake is empty and the pipe is exposed, staff will coordinate with Woodbridge Irrigation District to have the pipe constructed in the period between February 1 and February 26, 2015, when the lake is drained.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 20, 2014. The project estimate is \$86,000.

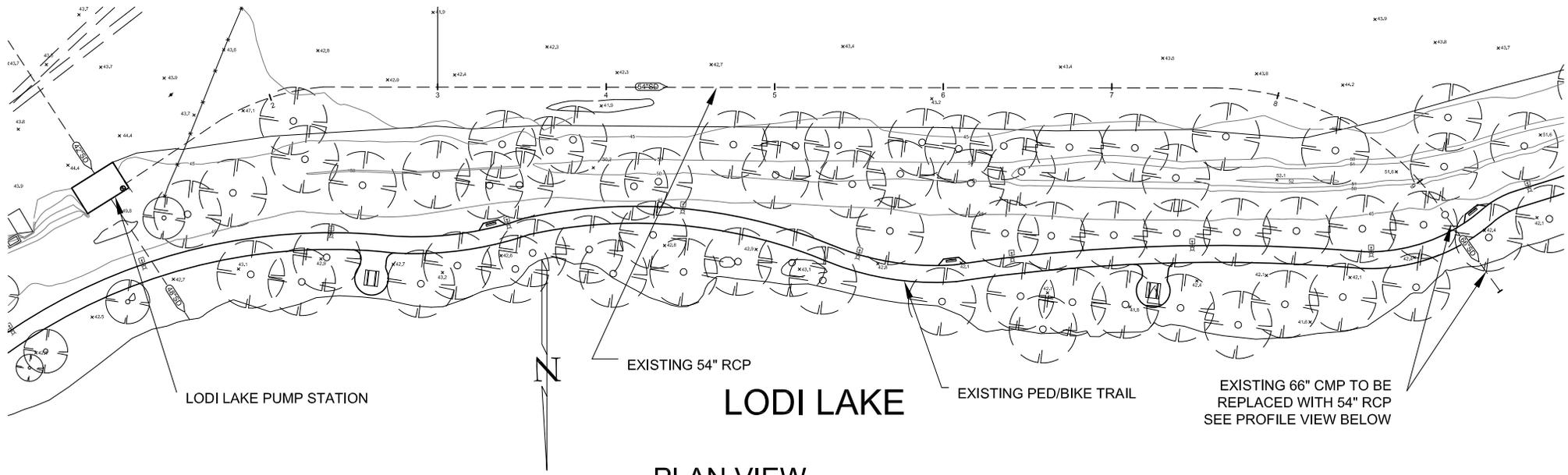
FISCAL IMPACT: The new pipe and outfall will decrease the on-going maintenance of the Lodi Lake storm drain system.

FUNDING AVAILABLE: Funding will be identified at project award.

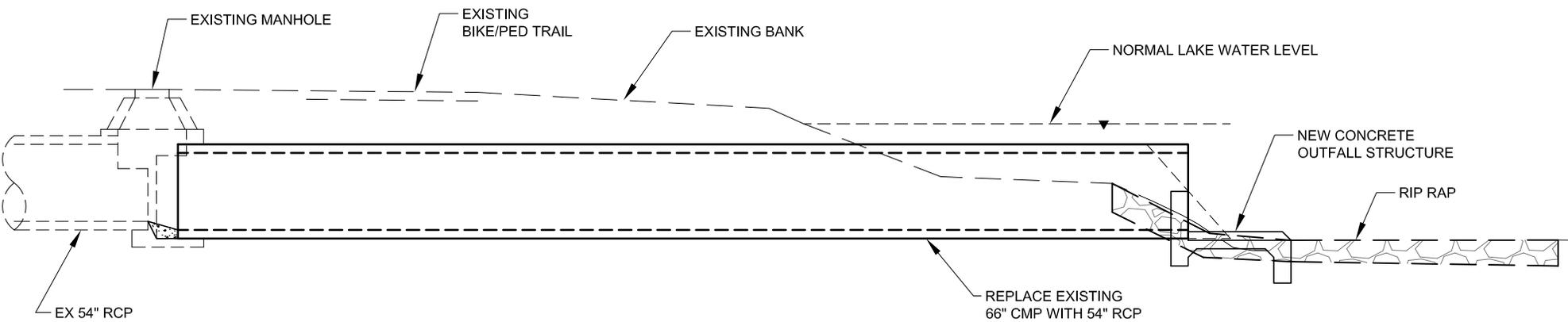
F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang/Senior Civil Engineer
FWS/LC/pmf
Attachments
cc: City Engineer/Deputy Public Works Director
Senior Civil Engineer Chang

APPROVED: _____
Stephen Schwabauer, City Manager



PLAN VIEW



PROFILE VIEW

EXHIBIT A

EXHIBIT B - EXISTING PIPE CONDITIONS





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Northern Plume Monitoring Well Installation Project

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Northern Plume Monitoring Well Installation Project.

BACKGROUND INFORMATION: *The Lodi Northern Plume – Hydrogeology and Groundwater Monitoring, Proposed Northern Plume Monitoring Well Location Technical Memorandum* was prepared June 2014 by Langan

Treadwell Rollo and submitted to the Regional Water Quality Control Board (Board) for review and approval. The technical memorandum discussed past investigations in the Northern Plume area and proposed the location for the first monitoring well in the Northern Plume area.

The Northern Plume is bounded by Turner Road to the north, Washington Street to the east, Pleasant Avenue to the west and Elm Street to the south, as depicted in Attachment A. Previous investigations have shown the TCE/PCE concentrations were detected at the levels 250 to 500 feet below ground surface. The purpose of the Northern Plume Monitoring Well is to provide additional data on the lateral and vertical extent of groundwater contamination associated with the City's Northern Plume and portions of the Central Plume. The proposed Northern Plume monitoring well location near the intersection of Church and Chestnut Streets is shown on the vicinity map provided in Attachment B.

Preliminary data from Langan Treadwell Rollo indicates there will be four discrete depth levels to be screened for future sampling. The final discrete depths and associated well screen locations will be determined during construction and in consultation with the Board. On August 27, 2014, the Board issued approval of the draft plan for the monitoring well construction. Completion of the monitoring well is expected by March 2015.

Following installation of the new monitoring well, a quarterly monitoring program will be implemented that will add the monitoring of this new well to those monitoring wells in the Central, Southern and Western plume areas.

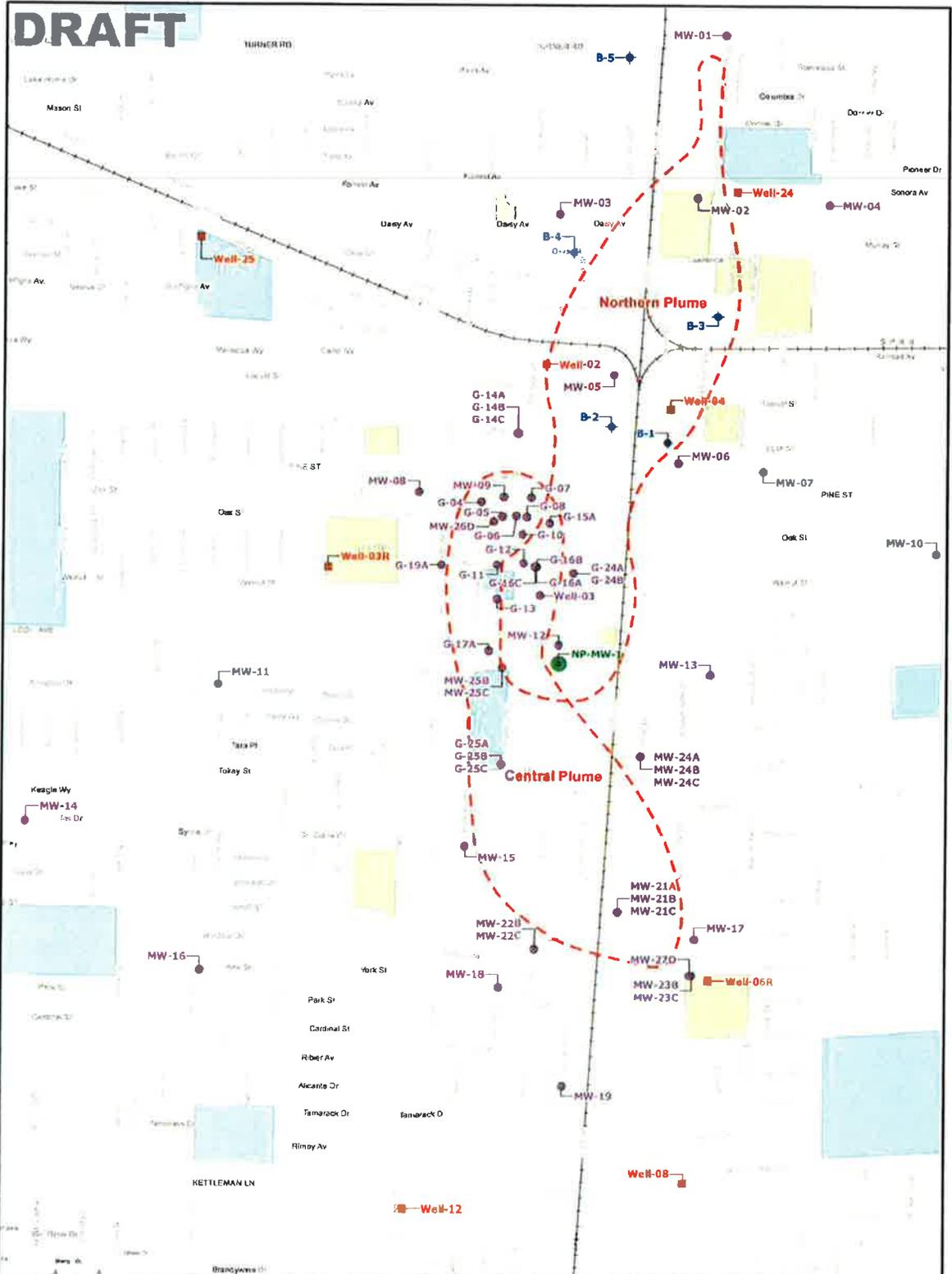
FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Funding will be presented at award of the construction contract.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager



Legend

- Extraction Well
- ◆ Geomatrix Boring (2005)
- Monitoring Well
- Proposed Monitoring Well
- +— Railroad
- ▭ School
- ▭ Park

Notes:

- 1 The data presented in this figure is for information purposes only. Much of it is sourced from third party work and the City makes no representations or adoptive admissions regarding its accuracy.
- 2 All data provided by City of Lodi Public Works Dept
- 3 Map displayed in California State Plane Coordinate System, Zone III, North American Datum of 1983 (NAD83), US Survey Feet

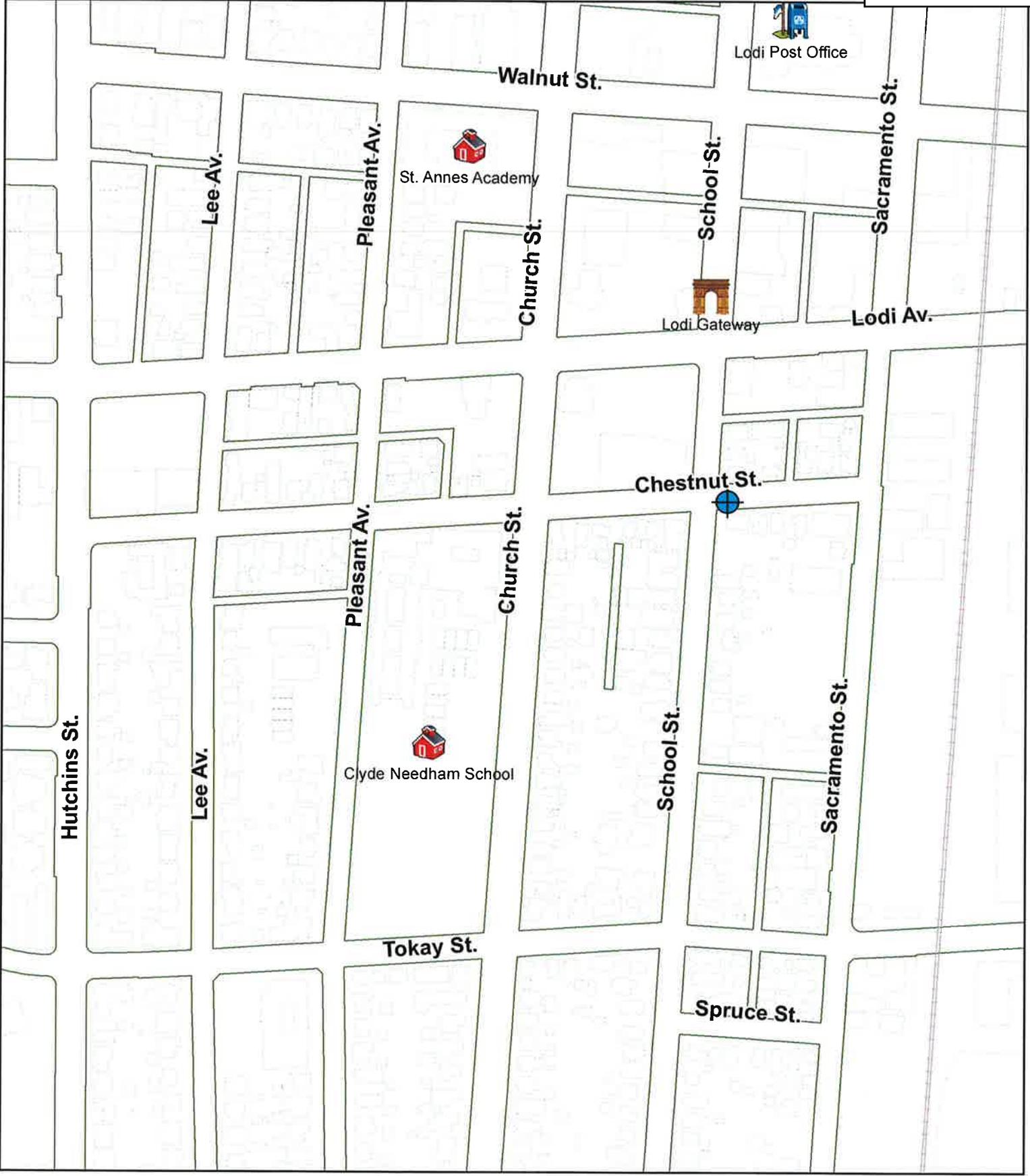
0 450 900 1,800
Foot

NORTHERN PLUME
Lodi, California

PROPOSED MONITORING WELL LOCATION

Date 5/13/2014	Project 730392338	Figure 1
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LANGAN TREADWELL ROLLO

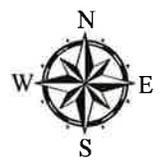


Legend

 MW Proposed Loc



**Vicinity Map
Northern Plume Monitoring Well**



1 inch = 300 feet



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for City Hall Boiler Replacement Project

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for City Hall Boiler Replacement Project.

BACKGROUND INFORMATION: City Hall was last renovated over 18 years ago. It is believed the existing boiler is much older, since there is no indication it was replaced during the renovation project.

The existing, natural gas fueled boiler is located in the basement of City Hall and has proven to be very reliable in heating the working spaces of the building for many years. Recently, the boiler has developed a small leak in the heat exchanger. Staff has been advised the heat exchanger parts have corroded, and replacement parts are no longer available from the manufacturer.

The project includes removing and disposing of the existing boiler, installing a new, more energy efficient natural gas fueled boiler in the same location, and performing some minor modifications to the boiler exhaust system. Once all of the equipment is procured, the work will be performed over a weekend that includes a Friday City Hall closure in order to minimize impacts to employees and customers.

Specifications are on file in the Public Works Department. The planned bid opening date is November 5, 2014. The project estimate is \$55,000.

FISCAL IMPACT: Replacing the existing City Hall boiler with a more efficient boiler will reduce heating costs.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
FWS/CES/pmf

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Accept Memorial Bench and Plaque Project in Memory of Mr. Hank Wright

MEETING DATE: October 15, 2014

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Accept memorial bench and plaque project in memory of Mr. Hank Wright.

BACKGROUND INFORMATION: On August 18, 2014, Park Superintendent Steve Dutra met with a group of more than 25 friends of the late Hank Wright, regarding their request for a memorial bench project at Vinewood Park's designated dog area. Mr. Wright was a long-time user of the Vinewood Park dog area and was well known by many of the other park users.

Park Superintendent Dutra detailed how the group could secure support and approval for the project. A proposed project location was discussed, possible project costs were discussed and a proposed timeline was developed. On August 20, staff received a project request letter from Weldon Moss, whom the group appointed as its representative.

The Parks and Recreation Commission gave its approval at its October 7 meeting and recommended the City Council approve the memorial bench and plaque project.

FISCAL IMPACT: The project is estimated to cost \$1,500. Project requesters have agreed to provide all necessary funding.

FUNDING AVAILABLE: Donated funds from Weldon Moss and friends.

Jeff Hood
Parks, Recreation and Cultural Services Director

Prepared by Steve Dutra, Park Superintendent

JMR\SD:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



PARKS, RECREATION, AND CULTURAL SERVICES
MEMORANDUM

9/1/14

Weldon Moss

RE: Engineer's Estimate

Project materials – lumber, concrete and fasters	\$180.00
Project staff labor – 12 hours @ \$34.50 per hour	\$414.00
Project park bench w/tax and shipping	\$592.25
Project plaque estimated (Final plaque cost based on finished design)	\$250.00
Project Estimate	\$1,436.25

Payment will not be necessary until we have an exact final project cost, which typically come under our estimate.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of 2015 PB Overhead Loader from Nixon-Elgi Equipment Company, of Tracy (\$201,507.28)

MEETING DATE: October 15, 2014

PREPARED BY: Public Work Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of 2015 PB Overhead Loader from Nixon-Elgi Equipment Company, of Tracy, in the amount of \$201,507.28.

BACKGROUND INFORMATION: Unit No. 04-016, a 1991 dump truck with scraper (Exhibit A), has exceeded the life expectancy for this type of equipment. Total repair costs for Unit No. 04-016 are \$130,790.08 over the past 23 years.

The loader and crew is used year-round in conjunction with the street sweeper. The loader and crew clean up the majority of the street debris, allowing the street sweeper to be more efficient. In addition, it is used to remove low hanging limbs throughout the City, thereby keeping the roadways clear for street sweeping, easements and City signs. The loader handles all calls related to alley clean-ups, such as furniture, mattresses and debris. The loader is used most heavily for leaf pick up during the fall months.

Staff recommends replacing Unit No. 04-016 with a 2015 PB Overhead Loader from Nixon-Elgi Equipment, utilizing Governmental National Joint Powers Alliance Contract No. 113012. Exhibit B presents a photo of the proposed new unit.

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

FISCAL IMPACT: The budget expense will assist the Municipal Utility Services Division in its continuing efforts to maintain the City of Lodi's infrastructure.

FUNDING AVAILABLE: Vehicle Replacement Program (321201.7851): (\$201,507.28)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lance Roberts, Utility Superintendent – Public Works
FWS/LR/pmf
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager





RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF A 2015 PB
OVERHEAD LOADER FROM NIXON-EGLI EQUIPMENT
COMPANY, UTILIZING GOVERNMENTAL NATIONAL
JOINT POWERS ALLIANCE CONTRACT NO. 113012

=====

WHEREAS, Unit No. 04-016, a 1991 dump truck with scraper, has exceeded the life expectancy for this type of equipment; and

WHEREAS, staff recommends replacing Unit No. 04-016 with a 2014 PB Loader from Nixon-Elgi Equipment, of Tracy, utilizing Governmental National Joint Powers Alliance Contract No. 113012; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to purchase a 2015 PB Overhead Loader from Nixon-Elgi Equipment Company, of Tracy, California, in an amount not to exceed \$201,507.28.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Sole-Source Purchase of a Parking Enforcement Vehicle from Maintenance Municipal Equipment (MME), of Sacramento, and Appropriating Funds (\$39,004)

MEETING DATE: October 15, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution approving the sole-source purchase of a Parking Enforcement vehicle from Maintenance Municipal Equipment (MME), of Sacramento, and appropriating funds (\$39,004).

BACKGROUND INFORMATION: The Lodi Police Department traffic unit is in need of a replacement parking enforcement vehicle. The current parking enforcement vehicle was deemed irreparable and was placed “out of service” seven months ago. To prevent a lapse in service, the Parking Enforcement Assistant is driving the traffic van to conduct parking enforcement. Parking enforcement requires a three-wheel vehicle that is capable of making sharp turns and maneuvering in small areas. A parking enforcement vehicle purchase will allow the Parking Enforcement Assistant better maneuverability and improved fuel efficiencies while operating in the downtown area.

The Police Department determined the only available three-wheeled vehicle in production is manufactured by Westward Industries. The California authorized dealer is Municipal Maintenance Equipment of Sacramento. Since Westward Industries is the only manufacturer, the Lodi Police Department is unable to obtain additional bids from other manufacturers or dealers and is requesting council authorization to award a sole-source purchase to Municipal Maintenance Equipment of Sacramento, Ca.

FISCAL IMPACT: Disabled Parking Violation funds are specifically designated for parking enforcement equipment and covers the majority of the purchase price of the vehicle. Remainder of funds will be appropriated through the Vehicle Replacement Fund.

FUNDING AVAILABLE: Disabled Parking Violation Fund – 2371 (\$31,867.13)
Vehicle Replacement Fund - 1201031 (\$7,137.07)

Jordan Ayers
Deputy City Manager/Internal Services Director

Mark Helms
Chief of Police

MH/pjo
cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

A new and improved

WESTWARD
Industries

THE URBAN UTILITY VEHICLE

The New **GO·4**

TAILORED DESIGN - SPACE CONSCIOUS - ERGONOMICAL
RETURN ON INVESTMENT - DOMESTICALLY BUILT - EFFICIENCY





2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
www.source-mme.com • California State Contractor's License #980409

August 13, 2014

Lodi Police Department
215 W. Elm Street
Lodi, CA 95240

Tel: 209-333-6861
SCanestrino@pd.lodi.gov

Attention: Sgt. Shad Canestrino #9, Motor/Traffic/SRO Supervisor

We are pleased to provide the following quotation on the GO-4 Interceptor IV Three Wheeled Utility Vehicle and available options for your consideration:

Each GO-4 Three Wheel Design Complete with the following:

Engine:

- 69 HP, Liquid Cooled
- 3-Cylinder, Overhead Cam
- 4-Cycle, Electronically Fuel Injected

Transmission:

- 4-Speed Automatic (Automotive Transaxle with Electronically Controlled Shift)

Dimensions:

- 69.5" Overall Height with Cab
- 118" Overall Length
- 52.5" Overall Width
- 114" Outside Turning Radius
- 36" Inside Turning Radius
- 78.5" Wheelbase

Braking:

- Hydraulic Disc Brakes on all Three Wheels with Dual Circuit Master Cylinder
- Parking – Hydraulic Over Mechanical

Electrical System:

- Charging – Heavy Duty 70 amp Automotive Alternator
- Starting – 12-Volting Starting Motor Interlock Prevents Starter from Operating Unless Shift Lever is in "Neutral or Park" Position
- LTI – (Lateral Thrust Indicator) for Safer Operation of Vehicle

Lights:

- Two Halogen Headlights
- LED Lighting for all other Front, Rear, Side Markers
- Stop/Tail Lights with High Visibility Stoplights
- Turning Lights, Turn Signals

August 13, 2014
Lodi Police Department
GO-4 Vehicle Quotation
Page 2

Gauges and Indicator Lights:

- Speedometer
- Fuel Level
- Hour Meter
- Oil Pressure Warning Light
- Three Stage Water Temperature Light (Blue – Below Running Temperature, Off – Normal Running Temperature, Red – Above Normal Running Temperature)
- Charging System
- Low Fuel

Wiring:

- Wiring Harness with Abrasion-Resistant Loom
- Multiple Plug-in Connectors for Accessories

Suspension:

- Front - Leading Link Suspension Polyurethane Isolation System
- Rear – Independent McPherson Strut

Climate Control:

- Liquid Core 20,000 BTU Heater/Defroster

Steering:

- Adjustable Tilt Steering Wheel with Center Mounted Horn

Tires:

- 165/60 14" All-Season Radials

Features:

- 3-Wheel With "Tube Guard" Tubular Steel Frame
- Aluminum and ABS Body Panels
- Storage Box with Lockable Cover
- Sliding Metal Doors with Independently Sliding Windows
- Light Bar Mount Including Relays, Switches, Wiring and Roof Mounting Bracket
- Steel Front and Rear Bumpers

August 13, 2014
Lodi Police Department
GO-4 Vehicle Quotation
Page 3

- Nerf Bar Front Bumper Protector
- Nerf Bar Rear Bumper Protector
- Outside Rear View Mirrors
- Electric Windshield Wiper with Intermittent Control and Windshield Washer
- Dome Light
- Floor Mat
- 12V DC Accessory Port for Phone, Radio, etc.
- LTA (Lateral Thrust Alarm) Safety Device

Seat:

- One Passenger Leatherette Material Adjustable Fore and Aft with Adjustable Back and Headrest
- 3-Point Shoulder Harness Seat Belt

Fuel Tank and Fuel Mileage:

- 9 US Gallons
- Over 45 mpg

Weight Capacity:

- Vehicle Weight 1465 lbs.
- GVWR 2235 lbs.
- Rated Capacity 600 lbs. Including Operator

Color:

- White with all black frame and accents

Top Speed:

- Electronically governed from factory at 40 or 45 mph

Warranty:

- 12 Months/2000 Hours/or 9500 Miles
- See Warranty Statement for full details

August 13, 2014
Lodi Police Department
GO-4 Vehicle Quotation
Page 4

Price F.O.B. Lodi, CA	\$28,350.00
Air Conditioning	\$ 4,122.00
Padded Arm Rest w/Storage Box	\$ 230.00
Extra Set of Keys	\$ 14.00
Grab Handles (2)	\$ 84.00
Back Up Alarm	\$ 135.00
Spare Tire & Rim	\$ 185.00
Parts/Service Manual	\$ 350.00
Whelen TAM83 Super LED Traffic Advisor Arrowstick TIR 3, Eight Lamp, 30.36" Long	\$ 1,075.00
Whelen LT2AABRP Mini LFL Liberty Series Lightbar, Permanent Mount, Amber/Amber/Blue/Red	\$ 1,570.00
Sub Total	\$36,115.00
8.0% Sales Tax	<u>2,889.20</u>
Total	\$39,004.20

Quotation includes delivery and on-site training.
Normal delivery 90-120 days A.R.O.
Terms: Net 30
Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.



Adam Horch
Territory Sales Manager



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Police Department 5. DATE: 8/21/22
 4. DEPARTMENT/DIVISION: Administration

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120		4210	Vehicle Replacement - Transfer In	\$ 31,867.13
	120		3205	Vehicle Replacement - Fund Balance	\$ 7,137.07
B. USE OF FINANCING	237		4220	Disabled Parking Violation - Transfer Out	\$ 31,867.13
	120	1203011	7851	Vehicle Replacement Fund - Police	\$ 39,004.20

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.

Funds from the Disabled Parking Violation account must be used for the purchase of parking enforcement related activities. The Lodi Police Department will use these funds and a portion of the vehicle replacement fund to purchase a Go-4 Interceptor three-wheeled utility vehicle for the Parking Enforcement Assistant. Accounting will need to move funds from 237 Disabled Parking Violation Fund to 120 Vehicle Replacement Fund.

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: _____ Res No. _____ Attach copy of resolution to this form.
 Department Head Signature: *Alvaro Diaz*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE SOLE-SOURCE PURCHASE OF A PARKING ENFORCEMENT VEHICLE FROM MAINTENANCE MUNICIPAL EQUIPMENT (MME), OF SACRAMENTO, AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Lodi Police Department is in need of a three-wheeled parking enforcement vehicle to replace the parking enforcement vehicle placed "out of service" seven months ago; and

WHEREAS, the Police Department determined the only available three-wheeled vehicle is manufactured by Westward Industries, and sold through their California authorized dealer, Maintenance Municipal Equipment of Sacramento. The Police Department is unable to solicit additional bids from other manufacturers or dealers; and

WHEREAS, Disabled Parking Violation funds are specifically designated for parking enforcement equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the sole-source purchase of a parking enforcement vehicle from Maintenance Municipal Equipment (MME), of Sacramento, in an amount not to exceed \$39,004; and

BE IT FURTHER RESOLVED, that funds in the amount of \$39,004 be appropriated for this purchase as follows:

Disabled Parking Violation Fund – 2371	\$31,867.13
Vehicle Replacement Fund – 12010431	\$ 7,137.07

Dated: October 15, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Standardization and Sole Source Procurement of Wonderware Operations Software for Public Works Facilities from Wonderware NorCal, of Healdsburg

MEETING DATE: October 15, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt Resolution Authorizing Standardization and Sole Source Procurement of Wonderware Operations Software for Public Works Facilities from Wonderware NorCal, of Healdsburg.

BACKGROUND INFORMATION: Wonderware operations software was installed at the new Water Treatment Plant as the platform to manage data received from the supervisory control and data acquisition (SCADA) system. This software platform serves the water plant, 28 water wells, nine wastewater lift stations and 12 storm water pump stations.

The operations software at White Slough Water Pollution Control Facility is outdated and the software support is no longer provided by the manufacturer. Staff recommends converting to the Wonderware software to save licensing costs, to establish a common SCADA system for all Public Works facilities, and to utilize existing knowledge of Wonderware software thereby reducing staff training.

Wonderware is a global leader in human machine interface and supervisory data solutions. Wonderware solutions simplify plant management, are easy to use, are scalable, and diverse. Staff recommends authorizing sole source procurement from Wonderware NorCal for Wonderware operations software and related products used at Public Works facilities.

FISCAL IMPACT: Standardizing SCADA software will reduce licensing and staff training costs.

FUNDING AVAILABLE: Not applicable

F. Wally Sandelin
Public Works Director

Cc: Karen Honer, Wastewater Treatment Superintendent
FWS/KDH/smh

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING STANDARDIZATION AND SOLE
SOURCE PROCUREMENT OF WONDERWARE
OPERATIONS SOFTWARE FOR PUBLIC WORKS
FACILITIES FROM WONDERWARE NORCAL, OF
HEALDSBURG

=====

WHEREAS, Wonderware operations software was installed at the Water Treatment Plant as the platform to manage data received from the supervisory control and data acquisition (SCADA) system; and

WHEREAS, the operations software at White Slough Water Pollution Control facility is outdated and the software support is no longer provided by the manufacturer; and

WHEREAS, staff recommends converting to the Wonderware software to save licensing costs, to establish a common SCADA system for all Public Works facilities, and to utilize existing knowledge of Wonderware software thereby reducing staff training. Wonderware is a global leader in human machine interface and supervisory data solutions.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the standardization and sole source procurement of Wonderware Operations Software for Public Works Facilities from Wonderware Norcal, of Healdsburg.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Granular Activated Carbon (GAC) Replacement, Well No. 18 and No. 20 to Calgon Carbon, of Pittsburgh, Pennsylvania (\$210,626.40)

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Granular Activated Carbon (GAC) replacement, Well No. 18 and No. 20 to Calgon Carbon, of Pittsburgh, Pennsylvania, in the amount of \$210,626.40.

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

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

Specifications for this project were approved on September 3, 2014. The City received the following bid for this project on September 24, 2014.

Bidder	Location	Bid
Engineer's Estimate		\$ 257,550.00
Calgon Carbon	Pittsburgh, PA	\$ 210,626.40 *

* Corrected Amount

The unit price for the GAC supply in the bid is \$1.23 per pound (pre-tax). The previous replacement done by the City in 2011 had a supply price of \$1.30 per pound (pre-tax), from the same supplier.

There was a minor irregularity in the bid that was received. The bid proposal did not include the sales tax for supplying the GAC. Staff proposes to include the sales tax into the contract.

FISCAL IMPACT: Funding for this project was included in the 2014/15 budget under Water Capital for GAC/Meter Replacement.

FUNDING AVAILABLE: Water Capital (181802)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

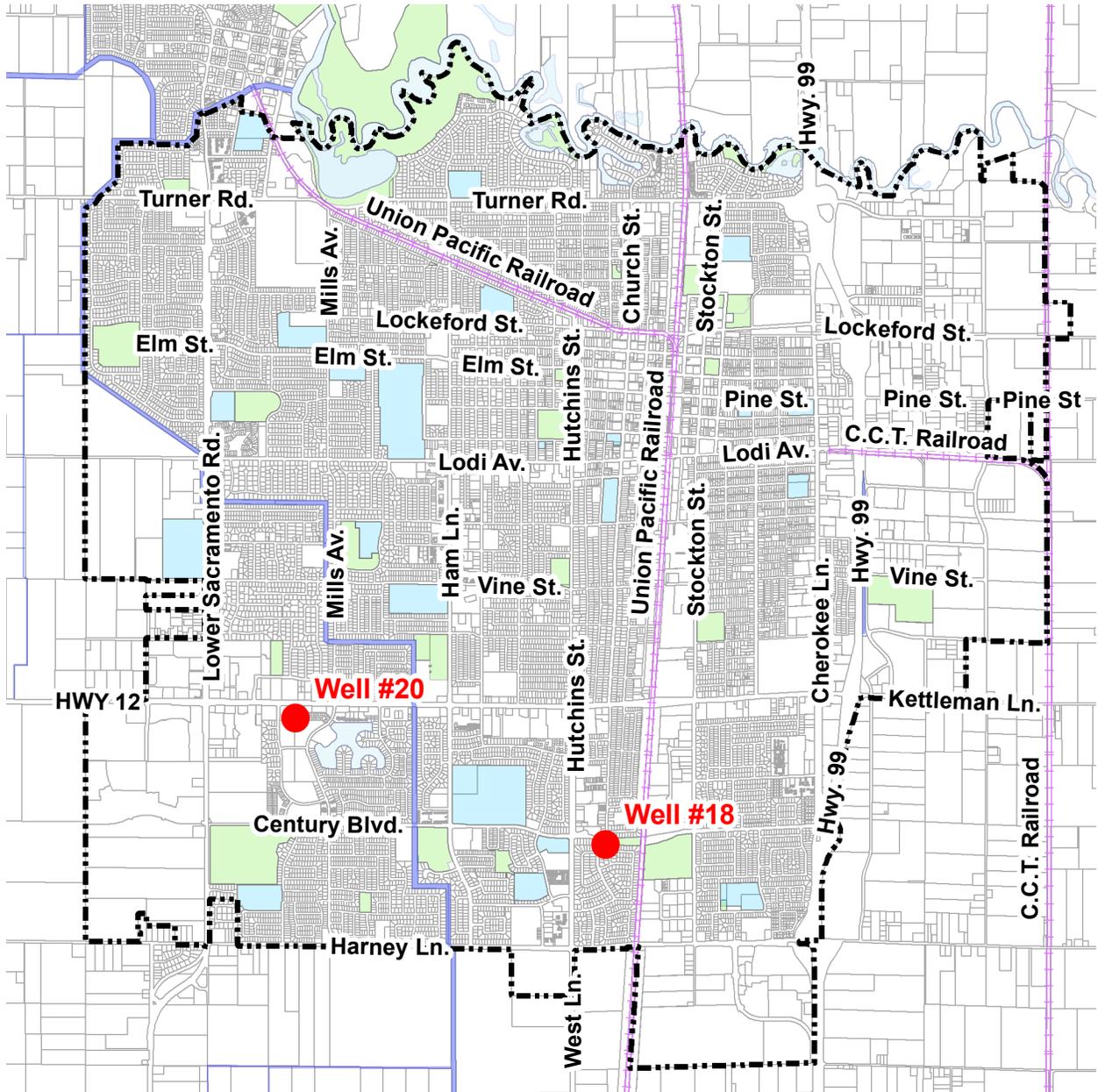
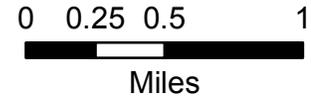
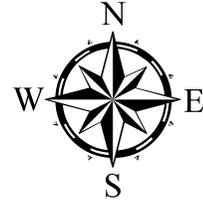
Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A Vicinity Map

Legend

- Project Locations
- ▭ City Limits



CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

Perform the work necessary to remove the spent granular activated carbon (GAC) from well sites 18 and 20 and inspect the vessels. After repairs are made by others (if needed), the contractor/supplier will furnish and install domestic virgin GAC into the vessels and provide other incidental and related work, all as described in the specifications for the above project.

CONTRACT ITEMS

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Removal of Spent Carbon	1	LS	\$15,285.00	\$15,285.00
2	GAC Vessel Inspection	1	LS	Included	Included
3	Supply of Virgin GAC	141,000	Pounds	\$1.23	\$173,592.00
4	Installation of Virgin GAC	1	LS	\$8,037.00	\$8,037.00

TOTAL: \$210,626.40*

*price includes sales tax for bid item No. 3

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **40 WORKING DAYS**. Working day count will stop once the inspection of all vessels has been completed and will start again once any repairs have been completed and/or the vessels have been deemed ready for the new carbon.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR GRANULAR
ACTIVATED CARBON (GAC) REPLACEMENT, WELL
NO. 18 AND NO. 20

=====

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 24, 2014, at 11:00 a.m., for Granular Activated Carbon (GAC) Replacement, Well No. 18 and No. 20, described in the specifications therefore approved by the City Council on September 3, 2014; and

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

<u>Bidder</u>	<u>Bid Amount</u>
Calgon Carbon	\$ 210,626.40*
*Corrected Total	

WHEREAS, staff recommends awarding the contract for Granular Activated Carbon (GAC) Replacement, Well No. 18 and No. 20, to the sole bidder, Calgon Carbon, of Pittsburgh, Pennsylvania, in the amount of \$210,626.40.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Granular Activated Carbon Replacement, Well No. 18 and No. 20 to the sole bidder, Calgon Carbon, of Pittsburgh, Pennsylvania, in the amount of \$210,626.40; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Hutchins Street Square Roof Repair Project (\$49,976)

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Hutchins Street Square Roof Repair Project in the amount of \$49,976.

BACKGROUND INFORMATION: Hutchins Street Square (Facility) was last renovated in 1998. The flat roof areas of the Facility total approximately 50,000 square feet. This portion of roofing covers the Adult Day Care Center to Kirst Hall, and is more than 20 years old. The existing flat area roofing system consists of a single-ply, PVC membrane that is in poor condition and subject to occasional leaks requiring isolated repairs.

In November 2013, the City requested the Garland Company perform a roof evaluation of the Facility to determine its condition and to provide alternatives for addressing deficiencies.

The report suggests the following two alternatives: 1) restore the entire flat roof system over five phases (five budget years) at a total cost of \$350,000 or 2) replace the entire flat roof system over three phases (three budget years) at a total cost of \$750,000.

The recommended restoration alternative is available because the existing roof membrane, while in poor condition, is a good candidate for this type of roof treatment. The restoration material is manufactured by the Garland Company and utilizes a urethane and polyester compound to provide a protective coating on the existing roof membrane. The final product would provide the City with a 10-year warranty on the existing roofing system. The work associated with the restoration alternative can be spaced out over five phases. This alternative allows for a phasing schedule that matches a more realistic funding stream.

The Garland Company was the successful bidder for U.S. Communities Contract No. 10330 for competitively bid roofing services. Using the U.S. Communities line item cost, the bid price of \$60,210 is the maximum price an agency would be charged for the restoration services. To assure the lowest price possible, Garland administered a local competitive bid process to compare the U.S. Community price with the local bid environment.

For this project, the Garland Company will subcontract roof restoration services. As shown on the attached proposal (Exhibit A), three local roofing companies submitted bids, including Baker Roofing, from Lodi. The low bid of \$49,976 was submitted by Legacy Roofing, of Sacramento, and reflects the lowest overall bid price when compared to the U.S. Communities line item costs. The low bid includes project delivery services and a 10-year roof system that is warranted by the Garland Company.

APPROVED: _____
Stephen Schwabauer, City Manager

By using the U.S. Communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty type work (such as roofing) while maintaining compliance with purchasing requirements. The Professional Services Agreement includes all insurance and bonding requirements included in City construction contracts.

The Garland Company has performed similar roof restoration work for other California public entities (Le Grand High School District, Ceres Unified School District). In checking these references, staff received favorable comments regarding Garland's performance.

The replacement alternative, which is not recommended, requires removal of the existing roof, performing any repairs to the flashing, HVAC penetrations and materials that lie under the roofing material, followed by the installation of a new, built up flat roof as was installed on the City Hall Annex jail and carport areas in 2012. This would be a substantial undertaking of considerable expense for this facility. It is suggested the work take place in three phases due to the size and configuration of the facility roof elements. Breaking the project up into additional phases would result in a loss of efficiency and create more difficult tie in points with the other roof elements. The final product would provide the City with a 30-year warranty of the roofing system.

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

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Hutchins Street Square Roof Repairs, in the amount of \$49,976.

FISCAL IMPACT: Restoring leaky roofs will reduce repair costs for the interior spaces damaged by water.

FUNDING AVAILABLE: Facilities Capital Outlay Fund (1211000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director



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



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Lodi
Hutchins Square Roof Restoration
Date Submitted: 09/22/2014
Proposal #: 25-CA-140485
MICPA # 09-5408
LIC: 878971

Please Note: The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work:

- 1 Pressure wash the existing single ply roofing system with TSP solution.
- 2 Install White Knight Plus WC base coat at 2 gal per square at all seams, penetrations, etc.
- 3 Repair all tears, rips, blisters in the existing membrane.
- 4 Install White Knight Plus base coat at 1 gal per square on the vertical walls and base flashings.
- 5 Install White Knight Plus WC at 2 gallons per square over the entire roof area.

Hutchins Square Roof Restoration

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
17.23	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS - URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green, Install Base Coat / Top Coat as Specified - Urethane Coating w/ Reinforced Seams (Urethane 2 Gallons per Sqr); Seams Need 2 1/2" Gallons per Sqr w/ Reinforcement.	\$ 6.22	8000	SF	\$ 49,760
	Sub-Total Prior to Multipliers:				\$ 49,760
PWM	Prevailing Roof Wage Rate - San Joaquin County = \$45.58 per hour	21%			\$ 10,450
	Total:				\$ 60,210

Total Maximum Price of Line Items under the MICPA: \$ 60,210

Proposal Price Based Upon Market Experience: \$ 49,976

Competitive Bid Results:

Legacy Roofing	\$ 49,976
Madsen Roofing	\$ 57,320
Baker Roofing	\$ 65,422

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2014.

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

Respectfully Submitted,

Jeff Kozak

Jeff Kozak
Garland/DBS, Inc.
(216) 430-3518

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GARLAND/DBS, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on October 20, 2014 and terminates upon the completion of the Scope of Services or on April 20, 2015, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contract Bonds

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 Auditing

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

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers,

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

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

GARLAND/DBS, INC.

By: _____

By: _____

Name:

Title:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

**Funding Source: 1211800.1825.2400
(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\2014\GarllandDBS

CA:Rev.07.2014



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



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Lodi
 Hutchins Square Roof Restoration
 Date Submitted: 09/22/2014
 Proposal #: 25-CA-140485
 MICPA # 09-5408
 LIC: 878971

Please Note: The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

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- 1 Pressure wash the existing single ply roofing system with TSP solution.
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Hutchins Square Roof Restoration

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
17.23	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS - URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green. Install Base Coat / Top Coat as Specified - Urethane Coating w/ Reinforced Seams (Urethane 2 Gallons per Sqr); Seams Need 2 1/2" Gallons per Sqr w/ Reinforcement.	\$ 6.22	8000	SF	\$ 49,760
	Sub-Total Prior to Multipliers:				\$ 49,760
PWM	Prevailing Roof Wage Rate - San Joaquin County = \$45.58 per hour	21%			\$ 10,450
	Total:				\$ 60,210

Total Maximum Price of Line Items under the MICPA: \$ 60,210

Proposal Price Based Upon Market Experience: \$ 49,976

Competitive Bid Results:

Legacy Roofing	\$ 49,976
Madsen Roofing	\$ 57,320
Baker Roofing	\$ 65,422

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2014.

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

Respectfully Submitted,

Jeff Kozak

Jeff Kozak
Garland/DBS, Inc.
(216) 430-3518



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

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

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

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

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

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

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

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

- (c) **Completed Operations Endorsement**
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

Insurance Requirements for Contractor (continued)

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

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

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

RESOLUTION NO. 2014-_____

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

WHEREAS, the existing 20-year old roof at Hutchins Street Square is in poor condition and subject to occasional leaks requiring isolated repairs; and

WHEREAS, following an assessment by Garland/DBS, Inc., staff recommends a roof restoration project that will provide a 10-year warranty on the existing roofing system; and

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

WHEREAS, Garland/DBS, Inc., administered a local competitive bid process to compare the U.S. Community price with the local bid environment and will subcontract roof restoration services with Legacy Roofing, of Sacramento.

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

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the Hutchins Street Square Roof Repair Project with Garland/DBS, Inc., of Cleveland, Ohio, in the amount of \$49,976.

Dated: October 15, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Reynolds Ranch Phase 3A Public Improvements

MEETING DATE: October 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Improvement Agreement for Reynolds Ranch Phase 3A public improvements.

BACKGROUND INFORMATION: On October 1, 2014 City Council approved the Reynolds Ranch Phase 3A (Development) improvement agreement containing insurance requirements on the developer of \$5 million general liability per occurrence and \$10 million aggregate along with \$5 million automobile liability. These insurance levels are appropriate for a major construction project, but excessive for this Development. The developer has requested reduced insurance requirements.

Staff recommends City Council approve a revised improvement agreement containing insurance requirements of \$2 million general liability per occurrence and \$4 million aggregate along with \$1 million automobile liability. The revised improvement agreement is provided as Exhibit A.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director

FWS/CES/smh

Attachment

cc: City Attorney
City Engineer/Deputy Public Works Director
Senior Civil Engineer Chang
Associate Civil Engineer Nathan
Senior Engineering Technician Wiman
Skinner Ranch Holdings, L.P.
RCS Engineering

APPROVED: _____
Stephen Schwabauer, City Manager

WHEN RECORDED, RETURN TO:
 City Clerk
 City of Lodi
 221 West Pine Street
 Lodi, CA 95240

IMPROVEMENT AGREEMENT
 for the
 PUBLIC IMPROVEMENTS
 of
 REYNOLDS RANCH PHASE 3A

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and SKINNER RANCH HOLDINGS, L.P., a California limited partnership, hereinafter referred to as "Developer" and A. M. STEPHENS CONSTRUCTION COMPANY, INC., a California corporation, hereinafter referred to as the "Developer's Contractor".

RECITALS:

Developer has presented to City for approval a final parcel map, hereinafter called "Map", entitled "REYNOLDS RANCH PHASE 3A", filed on June 24, 2014, on Page 197 of Book 25 of Parcel Maps.

Developer has presented to City for approval public improvement plans for the Reynolds Ranch, Phase 3A development, hereinafter called "Project", along with the legal descriptions and exhibits for the necessary street and easement dedications which will be provided under separate instruments.

Developer has requested approval of public improvement plans for the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the Project, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution authorizing construction and completion of public improvements, and accepting the dedications therein offered on condition that Developer first enters into and executes this Agreement with City and meets the requirements of said resolution; and

Developer's Contractor is made a party to this Agreement solely to secure the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 13. Developer's Contractor has no other obligations under this Agreement.

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 17 of the Lodi City Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer.

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D160, which is on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system. Developer may experience delays in the delivery of the required decorative street light standards. The street light standards should be ordered early in the Project schedule to avoid delay in acceptance of the public improvements by the City.
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Changes.

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City.

Prior to the approval of the final maps by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule attached hereto as Exhibit "A" and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat.
- B. Fire hydrant markers.
- C. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance.
- D. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering one (1) wet season. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees.

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation and general City facilities are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of Certificate of Occupancy for each dwelling. The amounts shown in this Agreement for the Development Impact Mitigation Fees are those in effect at the time of execution of this Agreement. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement from Others.

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per Lodi Municipal Code Section 17.62.

6. Stormwater Basins.

Until completed in accordance with the City's Storm Drain Master Plan and accepted by Council, the temporary storm drain basin located in Parcel 10 shall be privately owned and maintained. The basin shall be secured using chain link fencing material that complies with City Standards. Basin maintenance shall be performed by Developer until such time the permanent storm drain facilities (as indicated in the City's Storm Drainage Master Plan) are constructed allowing the basin to be abandoned. All basin abandonment costs will be borne by the Developer.

7. Work; Time for Commencement and Performance.

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

8. Time Extension.

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder under the terms of an addendum to this Agreement which shall be approved by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

9. Record Drawings and Certifications.

Prior to acceptance of the Project improvements, Developer shall have installed and in place all survey monuments as shown on the Maps and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

10. Permits; Compliance with Law.

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

11. Superintendence by Developer.

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

12. Inspection by City.

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

13. Contract Security.

Concurrently with the execution of this Agreement, Developer's Contractor shall furnish Improvement Security of at least 100% of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record

drawings and certifications as security for the faithful performance of this Agreement and repair or replacement of defective work under Paragraph 19; and an amount equal to at least 50% of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 1,134,588.14
Labor and Materials:	\$ 567,294.07

14. Warranty Security.

Prior to acceptance of the Project improvements by City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 19 of this Agreement. The warranty period shall be two (2) years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

15. Hold-Harmless Agreement.

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 16 and 17 of this Agreement.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Developer's Insurance.

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection

afforded by Developer. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine Street, Lodi, CA, 95240. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

(1) COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

(2) COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage. Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

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

(3) Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

(4) Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

(6) Completed Operations Endorsement

A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.

(7) Limits of Coverage

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

(8) 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.

(9) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(10) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance.

(11) Failure to Comply

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

(12) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above,

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

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

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

17. Evidence of Insurance.

Developer shall furnish City, concurrently with the execution of this Agreement, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA, 95240.

18. Title to Improvements.

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

19. Repair or Reconstruction of Defective Work.

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

20. Repair or Replacement of City-Owned Bypass Meter Assemblies.

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

21. Mud, Debris, Dust and Erosion.

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the

same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's Developer, subcontractors, and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

22. Electric Impact Fees.

Developer Agrees to pay the remaining balance of Electric Impact Fees (\$145,668.14) by December 31, 2014. Fees in the original amount of \$291,336.28 were required for electric utility line extension costs as referenced in Section 2.A.i of the "Mutual Agreement to Terminate Development Agreement" in Ordinance No. 1865 entitled "An Ordinance of the City Council of the City of Lodi Partially Rescinding and Amending Development Agreement Pertaining to the Development of 220 Acres Located on (Reynolds Ranch) (Development Agreement 06-GM-01)".

23. Fire Protection During Construction.

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

24. Protection of Existing Improvements.

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

25. Dwelling Occupancy.

City will not allow occupancy of any building or structure within the Project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted by City.

26. Developer Not Agent of City.

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

27. Notice of Breach and Default.

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if

Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

28. Breach of Agreement; Performance by Surety or City.

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

29. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

Notices required to be given to City shall be addressed as follows:

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

Notices required to be given to Developer shall be addressed as follows:

Skinner Ranch Holdings, L.P.
1420 S. Mills Avenue, Suite M
Lodi, CA 95242
Attn: Dale Gillespie / Bart Robertson

Notices required to be given to Developer's Contractor shall be addressed as follows:

A.M. Stephens Construction Company, Inc.
1717 S. Stockton Street
Lodi, CA 95242
Attn: Andrew Stephens

Notices required to be given to Surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

30. Authority.

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

In Witness Whereof, Developer, Developer's Contractor, and City have caused their names and corporate seals to be hereunto affixed.

"DEVELOPER"
SKINNER RANCH HOLDINGS,
a California limited partnership

Dated: _____

By: _____
BART ROBERSTON
Manager of the General Partner

(CORPORATE SEAL)

"DEVELOPER'S CONTRACTOR"
A.M. STEPHENS CO., INC.
a California Corporation

Dated: _____

By: _____
ANDREW STEPHENS
Chief Executive Officer

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER M. ROBISON
City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING A REVISED IMPROVEMENT AGREEMENT
FOR THE REYNOLDS RANCH PHASE 3A PUBLIC
IMPROVEMENTS

=====

WHEREAS, on October 1, 2014, the City Council approved the Reynolds Ranch Phase 3A (Development) Improvement Agreement containing insurance requirements of \$5 million general liability per occurrence and \$10 million aggregate along with \$5 million automobile liability; and

WHEREAS, the above-referenced insurance levels are appropriate for a major construction project much larger than will be the case for this Development; and

WHEREAS, staff recommends that the City Council approve a revised Improvement Agreement containing insurance requirements of \$2 million general liability per occurrence and \$4 million aggregate along with \$1 million automobile liability.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the revised Improvement Agreement for Reynolds Ranch Phase 3A public improvements on behalf of the City of Lodi, lowering the insurance requirements to \$2 million general liability per occurrence and \$4 million aggregate along with \$1 million automobile liability.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Cost Sharing Fee for Fiscal Year 2014/15 Between the City of Stockton and Sirsi, Corporation of Lehi, Utah (\$25,039)

MEETING DATE: October 15, 2014

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt resolution approving the cost sharing fee for fiscal year 2014/15 between the City of Stockton and Sirsi Corporation of Lehi, Utah in the amount of \$25,039

BACKGROUND INFORMATION: In 2003 as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library in one automated system. It allows users online access to the catalog to search for library material and access their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other. The contract requires the parties to annually agree on a fee structure for the Sirsi services to the Lodi Library.

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. This year, Stockton proposes that Lodi pay \$25,039 under the contract. This represents a slight increase over the previous year.

FISCAL IMPACT: Sharing library resources with the City of Stockton is a cost-effective way to provide Lodi Public Library patrons with convenient, online access to library materials and resources.

FUNDING AVAILABLE: 210801.7323; \$25,039

Jordan Ayers, Deputy City Manager

Dean Gualco, Library Director

DG/md

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF STOCKTON

COMMUNITY SERVICES DEPARTMENT

STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY

605 N. El Dorado Street • Stockton, CA 95202-1907 • 209-937-8206

www.stocktongov.com

INVOICE

City of Lodi
 201 W. Locust St
 Lodi CA Zip 95240

ATTN: **Dean Gualco, Library Director**

Invoice No. 342296
 Invoice Date 9-22-14
 PO No.
 Period of Service:
 July 1, 2014 - June 30, 2015

Description	Price
Annual automation service and maintenance fee for the	\$25,039
City of Lodi Library, includes Unicorn software & maintenance,	
Datastream & Enterprise subscriptions, hardware annual support,	
Symphony software, staff costs, and estimated connectivity	
TOTAL	\$25,039

Office Use Only

Revenue Account: **041-3530-347-12-00**
 Customer Account: **39054-39054**
 Prepared by: **Swren**

Invoice is due and payable upon receipt.
 Mail remittance to City of Stockton, 605 N. ElDorado Street, Stockton CA 95202
 For questions regarding this invoice, please contact Susan Wren 209-937-8154

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ANNUAL SHARED AUTOMATION FEE STRUCTURE FOR THE AGREEMENT BETWEEN THE CITY OF STOCKTON AND SIRSI, CORP., INTEGRATED LIBRARY SYSTEM, AND APPROVING COST SHARING FEE FOR 2014/15 BUDGET YEAR

=====

WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System provided by Sirsi Corp; and

WHEREAS, City of Stockton Information Technology department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton; Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system; charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, staff recommends paying the City of Lodi's annual share of \$25,039 for the Sirsi Corp., Integrated Library System for fiscal year 2014/15.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Annual Shared Automation Fee Structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approve cost sharing fee for the 2014/15 budget year in the amount of \$25,039.

Dated: October 15, 2014

=====

I hereby certify that Resolution No._____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the Lodi Police Department to Apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant (\$40,000)

MEETING DATE: October 15, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Lodi Police Department to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant (\$40,000).

BACKGROUND INFORMATION: The San Joaquin Valley Air Pollution Control District is currently administering an Alternative Fuel Grant to purchase clean air vehicles. The Lodi Police Department would like to apply for the Alternative Fuel Grant with the intent to purchase two Zero motorcycles for park patrol and enforcement at a cost of \$20,000 each. Lodi Police Department staff chose the Zero DS motorcycles because of their reliability, low maintenance, battery range and capacity, maneuverability and lightweight chassis.

The Zero has a top speed of 95 mph and can travel a maximum of 164 miles on a charge. It has regenerative braking and has options for on or off-road use. With no gears, clutch or noise, officers can focus on patrolling and can perform highly technical maneuvers during intense situations where performance and agility are essential. Officers can stealthily take off from a hideout and pursue subjects without engine noise.

San Joaquin Valley Air Pollution Control District approves grant on a quarterly basis. If awarded, the Lodi Police Department will return to Council at a future date for appropriation of funds.

FISCAL IMPACT: No impact to the General Fund.

FUNDING AVAILABLE: Not applicable.

MH/pjo
cc: City Attorney

Mark Helms
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE LODI POLICE DEPARTMENT TO
APPLY FOR THE SAN JOAQUIN VALLEY AIR
POLLUTION CONTROL DISTRICT ALTERNATIVE FUEL
GRANT (\$40,000) TO PURCHASE TWO ZERO
MOTORCYCLES

=====

WHEREAS, the San Joaquin Valley Air Pollution Control District is currently administering an Alternative Fuel Grant to purchase clean air vehicles; and

WHEREAS, the Lodi Police Department would like to apply for two Zero motorcycles for park patrol and enforcement at a cost of \$20,000 each; and

WHEREAS, Lodi Police Department staff chose the Zero DS motorcycles because of their reliability, low maintenance, battery range and capacity, maneuverability and lightweight chassis; and

WHEREAS, the Zero has a top speed of 95 mph and can travel a maximum of 164 miles on a charge. It has regenerative braking and has options for on or off-road use. With no gears, clutch or noise, officers can focus on patrolling and can perform highly technical maneuvers during intense situations where performance and agility are essential. Officers can stealthily take off from a hideout and pursue subjects without engine noise.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Lodi Police Department to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant in the amount of \$40,000, to purchase two Zero motorcycles.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Accepting a Donation from the Lodi Police Foundation (\$200,000) and Grant from the State Homeland Security Grant Program (\$50,000); Awarding the Bid for the Purchase of an Armored Rescue Vehicle from The Armored Group, of Fort Worth, Texas, and Appropriating Funds (\$250,000)

MEETING DATE: October 15, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution accepting a donation from the Lodi Police Foundation (\$200,000) and grant from the State Homeland Security Grant Program (\$50,000); awarding the bid for the purchase of an armored rescue vehicle from The Armored Group, of Fort Worth, Texas, and appropriating funds (\$250,000).

BACKGROUND INFORMATION: The Police Department currently owns a dated and inadequate armored vehicle that is used to protect police officers and community members during tactical operations when safety concerns are heightened. The vehicle, a surplus bank car, has surpassed the end of its useful life and does not provide adequate protection against gunfire.

Upgrading to a contemporary model that provides greater ballistic capability and protection against gunfire has been a department priority for years. With the exception of Escalon, Lodi is the only city in San Joaquin County that does not have an armored rescue vehicle. Until now, funding for this purchase has been unavailable.

The Lodi Police Foundation, a non-profit organization that provides financial assistance to the department, recently completed a campaign to raise \$200,000 for the purchase of a new armored rescue vehicle. In addition, the Police Department was recently awarded a \$50,000 allocation from the State Homeland Security Grant Program (SHSGP). Upon acceptance by City Council, the sum of those funds will be used to purchase the rescue vehicle without expending City funds.

The law enforcement rescue vehicle the police department intends to purchase is an essential addition to the fleet. Many law enforcement models in service today provide superior protection against large caliber gunfire that would easily penetrate the limited protection offered by our current surplus bank vehicle, the metal and glass of a patrol vehicle, or a police officer's personal body armor. Today's threats facing the police and the community far exceed the capabilities of the department's bank car.

The need for an armored rescue vehicle is profound. According to a recent study conducted by the FBI and Texas State University, 160 incidents involving active-shooters occurred between 2000 and 2013. Of the astounding 1,343 casualties that resulted, 486 people were murdered and 557 others were

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Accepting a Donation from the Lodi Police Foundation and Grant from the State Homeland Security Grant Program; Authorizing the Purchase of an Armored Rescue Vehicle from The Armored Group, of Fort Worth, Texas; and Appropriating Funds (\$250,000)

October 15, 2014

Page Two

wounded by senseless gunfire. Many of the locations of these violent acts are easily recognized, including the Virginia Tech campus; Aurora, Colorado cinema; Sandy Hook Elementary School (Connecticut); and Washington Navy Yard.

Similar events have occurred close to home. Last July, during an event that was not part of the FBI study, three heavily armed bank robbers who shielded themselves with hostages fired hundreds of rounds at Stockton police during a deadly hour-long pursuit that traversed Lodi's streets. More than a dozen police cars and Stockton's armored rescue vehicle were struck by gunfire. With our current vehicle, Lodi police were not properly equipped to help our neighboring agency or protect members of the community from the violence.

The 1999 active shooter incident at Columbine High School in Littleton, Co (another incident not included in the FBI study) brought significant change to police response, practice, and methods. Since then, law enforcement officers have been trained to immediately locate and engage an active shooter, instead of enduring a long wait for a SWAT team. Today, officers across the country have been trained and are prepared to respond to these incidents much differently – and more effectively - than the pre-Columbine era. What the community expects of their response has increased dramatically.

While the expectations of the police have evolved sharply, only some of the equipment has. Most law enforcement agencies, including Lodi, now deploy patrol rifles in the field. Other equipment, like expensive armored rescue vehicles, is not as available. Armored vehicles significantly enhance the capabilities of the police to respond more efficiently and swiftly. Modern protective rescue vehicles are not military vehicles. They are smaller, lighter police vehicles that have been designed for urban and municipal applications.

Modern police armored vehicles give officers the ability to get places they currently cannot safely reach. Doing so vastly expands officers' ability to rescue victims and protect themselves from gunfire and to eliminate a deadly threat and allows officers to drive directly into gunfire to perform rescue operations during a situation with injured citizens or officers to stabilize the scene. The armored vehicle also provides the SWAT Team with exceptional protection because of the unique design and specifications that are engineered to withstand assault and gunfire. During critical incidents where mutual aid is requested, this vehicle will be available to respond, providing enhanced protection throughout the County and neighboring jurisdictions and providing additional rescue operations as needed.

Lodi's new armored vehicle will be available for immediate response when a critical or threatening incident occurs. It will not be a SWAT vehicle and is not limited to SWAT applications. Instead, every Lodi police officer will be trained to operate the vehicle so it can be deployed anywhere in the city immediately. The vehicle will not be used for routine patrol or policing purposes. It will be deployed only when circumstances deem its use appropriate and only with approval of the on-duty Watch Commander or higher authority.

Two competing manufacturers produce armored vehicles for law enforcement purposes, Lenco and The Armored Group. The police department received three official bids from those manufacturers; two from Lenco and one from The Armored Group. Lenco Quote 11479 is non-responsive, based on the specifications provided by the Police Department. The remaining quotes, Lenco Quote 11478 and Armored Group Quote JJ140724A were accepted as responsive and are attached for consideration.

Adopt Resolution Accepting a Donation from the Lodi Police Foundation and Grant from the State Homeland Security Grant Program; Authorizing the Purchase of an Armored Rescue Vehicle from The Armored Group, of Fort Worth, Texas; and Appropriating Funds (\$250,000)

October 15, 2014
Page Two

Bidder	Location	Amount
Lenco	Pittsfield, MA	\$276,721
The Armored Group	Fort Worth, TX	\$248,400

Staff recommends that the City Council accept the donation from the Lodi Police Foundation and Grant from the State Homeland Security Grant Program in the total amount of \$250,000. Staff further recommends awarding the bid to The Armored Group, of Fort Worth, Texas, in the amount of \$248,400. The Armored Group responded to all specifications and was the lowest bid. The vehicle model listed in the Armored Group's quote is the Ballistic Armored Tactical Transport (BATT). The BATT is built on a standard Ford F-550 frame with a diesel engine. It provides significant ballistic protection as well as the ability to transport 12 or more personnel at a time. BATT warrants the vehicle for three years through contracts with local service providers. Several agencies in the United States are using this model. In addition, staff recommends appropriating funds in the amount of \$250,000 for this purchase.

FISCAL IMPACT: Acceptance of funds from the Lodi Police Foundation and SHSGP will allow the City to purchase the BATT without impacting the General Fund or other funding sources.

FUNDING AVAILABLE: Donation (\$200,000) and grant (\$50,000).

Jordan Ayers
Deputy City Manager/Internal Services Director

Mark Helms
Chief of Police

MH/pjo
cc: City Attorney



COUNTY OF SAN JOAQUIN

Information Systems Division

44 North San Joaquin Street, Suite 455
Stockton, California 95202
Telephone: (209) 468-3940
Fax: (209) 468-2178

JERRY BECKER
DIRECTOR

DAVID NEWAJ
ASSISTANT DIRECTOR

AUSTIN ERDMAN
REGISTRAR OF VOTERS

October 6, 2014

Mark Helms
Chief of Police
City of Lodi
215 W. Elm Street
Lodi, CA 95240

**RE: FY2014 HOMELAND SECURITY GRANT NOTIFICATION OF
SUBGRANTEE AWARD APPROVAL**

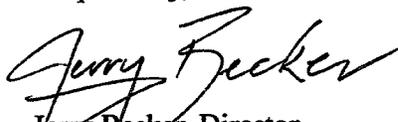
Dear Chief Helms,

On Monday, October 6, 2014, San Joaquin County received the FY2014 Homeland Security Grant Program Award approval letter from the California Office of Emergency Services indicating a total award of \$791,157 to San Joaquin County. Of the total award, \$50,000 has been earmarked for the City of Lodi for the purchase of a CBRNE Incident Response Vehicle. **Please note, the San Joaquin County Board of Supervisors must accept the 2014 Homeland Security Program Grant funds before any expenditures can be committed.**

My department intends to submit an agenda item for our Board's consideration at the November 4, 2014 Board Meeting. You will receive notice of the final disposition of the grant funding after the Board of Supervisors considers this matter on November 4. It is critical that the City of Lodi not commit any of the 2014 Homeland Security Grant funds until the Board of Supervisors accepts the funding.

Should you have questions regarding the award or procurement process for this vehicle please feel free to contact me at (209) 468-3960.

Respectfully,


Jerry Becker, Director
Information Systems Division

**LODI POLICE DEPARTMENT
BATT 4V**

**The Armored
Group, LLC**

221 W. LANCASTER AVE., SUITE 12002
FORT WORTH, TX 76102

CONTACT: JEREMY JOHNSON

OFFICE: 817-332-4646 CELL: 817-291-4956 FAX: 817-394-2499

EMAIL: JEREMY@ARMOREDCARS.COM



(BATT V OFF ROAD PACKAGE WITH SINGLE TIRE UPGRADE PKG SHOWN ON TRUCKS ABOVE)

CUSTOMER:

Lieutenant Chris Jacobson
Lodi Police Department
Technical Services Division
215 West Elm Street
Lodi, California 95240
Phone (209) 333-6788
Fax (209) 333-6792

The Armored Group, LLC

Detroit – Toronto - Dubai

CONTACT: Jeremy Johnson

OFFICE: 602-840-2271 CELL: 817-291-4956 FAX: 817-394-2499

EMAIL: jeremy@armoredcars.com

CUSTOMER:

Lieutenant Chris Jacobson
Lodi Police Department
Technical Services Division
215 West Elm Street
Lodi, California 95240
Phone (209) 333-6788
Fax (209) 333-6792



IMPORTANT: This message and any attachments contain information from The Armored Group, LLC or its subsidiaries, which may be confidential and/or privileged and is intended for use only by the addressee(s) named on this transmission. If you are not an intended party to this communication, please notify the sender and delete/destroy any and all copies of this communication. Unintended recipients shall not review, reproduce, disseminate nor disclose any information contained in this communication. The Armored Group, LLC, and its subsidiaries reserve the right to monitor and retain all incoming and outgoing communications as permitted by applicable law.

Reference to Quote

July 24, 2014

LODI POLICE DEPARTMENT BATT 4V

A. Ballistic Performance Data – including NIJ IV +.50 CAL BALL AMMO

<u>Weapons Caliber Type</u>	<u>Weight & Velocity</u>	<u>Hits & Spacing</u>
M2 .50 Caliber Ball Ammo		3 hit, 120mm triangle (Steel)
M2 .50 Caliber Ball Ammo		1 hit (Glass)
M2 .30 – 06 M2 AP	166 grain @ 2800 – 2900	1 hit, 2"
M60/M14 7.62 x 51 M80	149 grain @ 2693-2753 fps	3 hits, 120mm triangle
M16 5.56 x 45 M855/SS109	63 grain @ 3087-3147 fps	3 hits, 120mm triangle
AK-74 5.45 x 39 Ball Type PS/7N6	53 grain @ 2956-3016 fps	3 hits, 120mm triangle
AK-47 7.62 x 39 M1943/PS Ball	123 grain @ 2300-2360 fps	3 hits, 120mm triangle

B. Underbody Blast Protection

The underbody armoring provides protection from the blast and fragmentation resulting from the detonation of two (2) simultaneously detonated DM51 hand grenades placed on the ground at any location under the vehicle. The characteristics of the DM51 hand grenade are as follows: **DM51**

Fragmentation Grenade

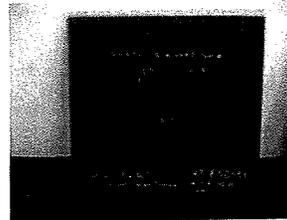
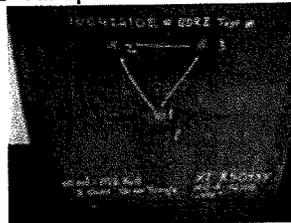
Diameter: 57 mm

Weight: 425 grams

Explosive Weight: 60 grams

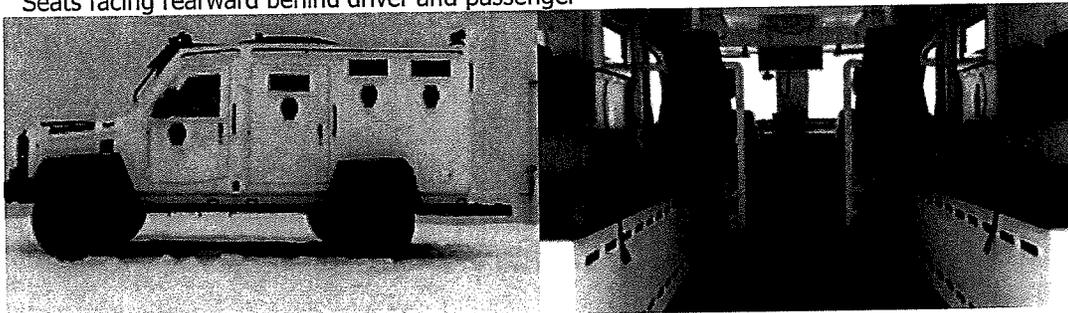
STRAIGHT WALL DESIGN

- VERTICAL PANEL BALLISTICS
 - Cabin & Rear Officer vertical panels, except firewall, armored to defeat multi-hit 7.62 x 51mm NATO M-80 ammunition; 5.56x45mm (.223 Caliber) including penetrator (M193/SS 109 Rounds); .30-06 AP, .50 Cal Ball Ammo
- Vertical Panels built with 1/2" Mil Spec Ballistic Steel



4 DOOR

- 4 Door Design on Sides
- Flip Up Seats for 2 guards inside BATT by rear side doors
 - Seats facing rearward behind driver and passenger



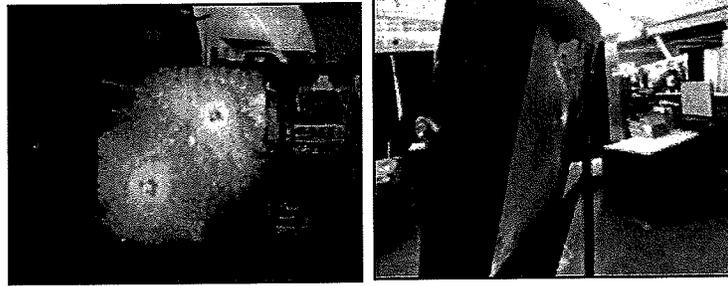
FLOOR

- Floor is armored with a blast mitigating floor

LODI POLICE DEPARTMENT BATT 4V

WINDOWS

- **Bullet resistant glass-clad polycarbonate with-Low Spall Liner (78mm THICK)**
 - 2 piece windshield with sun visors
 - Two (2) Front door windows
 - (4) Horizontal windows in side walls
 - Two (2) Rear windows
 - Armored to NIJ IV Levels (.30-06 AP +.50 Cal Ball Ammo)



ENGINE BAY ARMOR PROTECTION PACKAGE

- Full Hood Armor
- Sides of Hood armored 1/2" Mil Spec Steel (NIJ IV +.50 Cal Ball Ammo) Protection
- Radiator Protection to NIJ IV + .50 Cal Ball Ammo protection

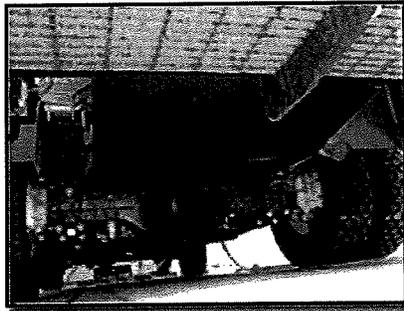
FIREWALL PROTECTION PACKAGE

- Complete firewall protection against shots or blast fragmentation
- Firewall armored to NIJ III Levels



FUEL TANK ARMOR

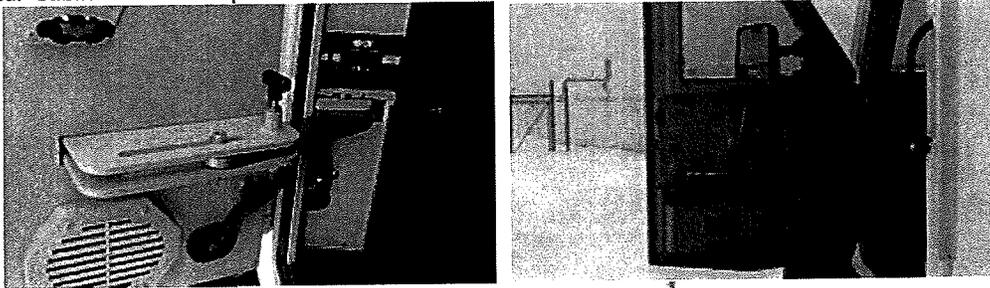
- Fuel tank includes locking armored door
- Armored vertical protection and skid plate



LODI POLICE DEPARTMENT BATT 4V

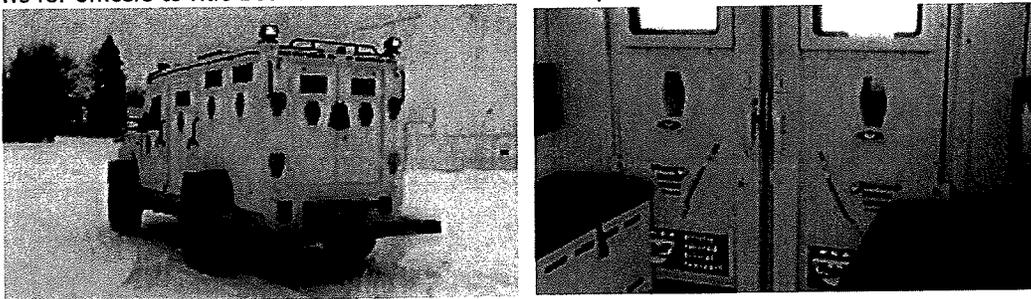
FRONT DOORS

- Front doors hinged Forward; Able to lock forward to be used as shields
- Front doors lock in two positions; 90 Degrees and 45 degrees
- 90 degrees allows for protection of officers riding on running boards, while 45 degrees allows to have doors locked open while driving on smaller streets and put an officer in the "V"
- 2nd set of cabin doors can lock open at 90 degrees (facing forward)
- All Rear Cabin Doors have padded headers



REAR DOORS

- Double rear doors with hold backs; Rear Doors also lock at 90 degrees to offer officers on rear bumper added protection
- Allows for officers to ride between .50 Cal shields and can protect officer riding on the sill



GRAB HANDLES & REAR ROOF ACCESS

- Interior steel grab handles for stabilization inside cabin and rear officer's area
- Exterior steel grab handles for riding on running boards
 - Grab handles all around roof, on A Pillar, Inside front cabin doors
- Non Slip Surface on Roof and Hood
 - Additional roof mounted grab/assist handles on rear of truck
- Roof Access steps on rear of unit

LODI POLICE DEPARTMENT BATT 4V

OEM POWER & HEATED SIDE MIRRORS

- Exterior mirrors have convex mirror; Power and Heated

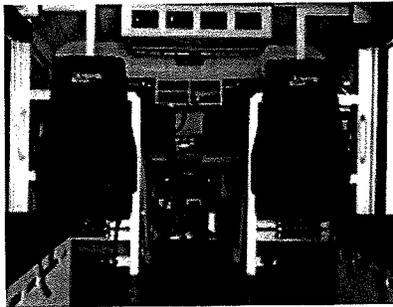
FRONT SEATS

- (2) Front seats
- Driver's seat is high back adjustable
- Passenger seat is high back adjustable



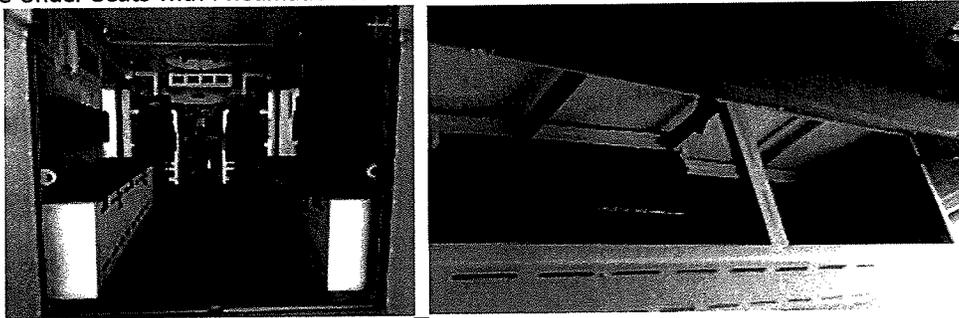
REARWARD FACING JUMP SEATS

- (2) Rearward facing padded seats in rear cargo area
- Flip up out of the way when not in use



REAR BENCH SEATING

- **Interior rear bench seats**
 - Bench seat covers made of ballistic nylon to reduce chance to tear, cut or puncture
 - Seats are padded and have padded back rests
 - Storage Under Seats with Pneumatic Assist Rods



SEAT BELTS

- Seat Belts for Rear Bench Seats
- Seat Belts for all seats

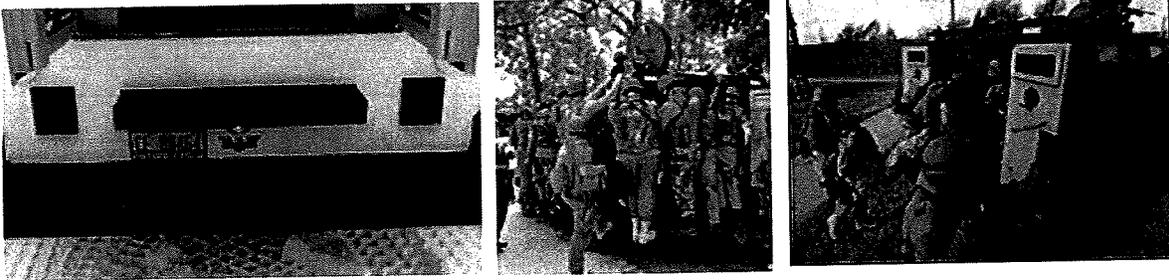
TOW HOOKS

- (4) Heavy duty tow hooks; (2) on front of BATT; (2) on rear of BATT

LODI POLICE DEPARTMENT BATT 4V

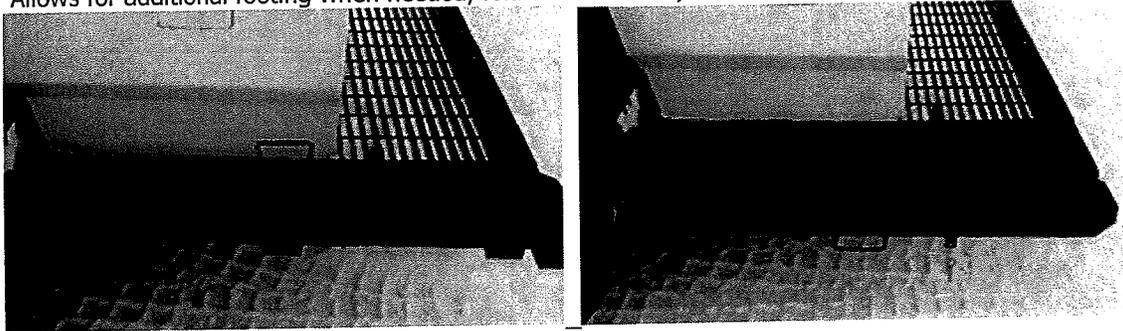
REAR PLATFORM/STEP/BUMPER

- Includes additional rear bumper light so officers can see while deploying in high operations; Allows for bumper illumination without having to use flash lights and brighter reverse lights



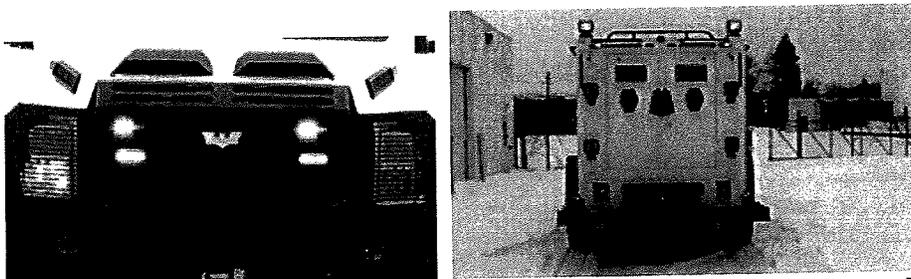
DOUBLE FLIP OUT RUNNING BOARDS

- Allows for additional footing when needed; fold out of the way when not needed



EMERGENCY LIGHTING & SIREN/PA PACKAGE WITH LED POLICE LIGHT BAR

- LED Flashing Lights front and Rear (Customer Choice of Color)
 - Red on Driver's Side; Blue on Passenger Side
- Wig Wags front and back
- Siren & PA System
- Stealth Switch to kill brake lights, reverse lights, running lights, etc

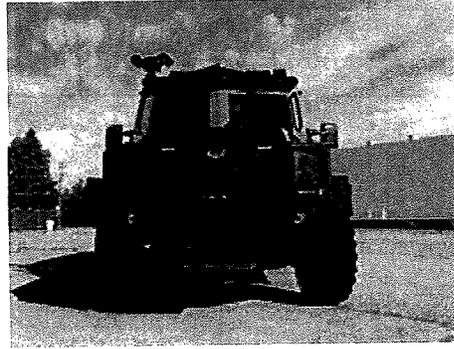


(Example Above Shown with Constant Burn Red Lights per CA State Law)

LODI POLICE DEPARTMENT BATT 4V

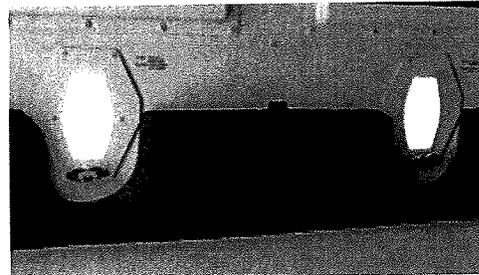
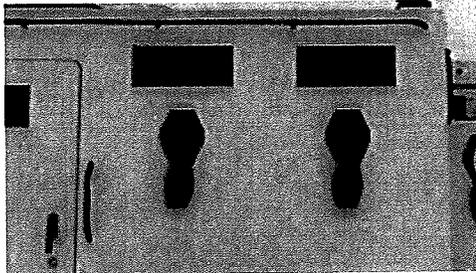
LIGHT BAR PACKAGE

- Installation of 51 inch Federal Signal Valor Bar
- Includes White Out Feature
- Red & Blue Lighting Package



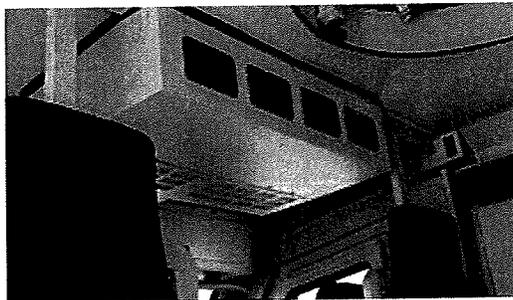
OPTIC READY GUN PORT PACKAGE

- (11) Optic Ballistic gun ports
 - Gun Ports each front door; Each Side Rear Access Door; Each Rear Door; (1) Roof Hatch Lid; (2) Each Side Wall
 - All Ports are Upgraded to our Optic Port Design



HVAC SYSTEM

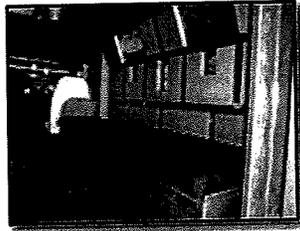
- Large Additional rear Air Conditioning and Heating unit mounted in rear officer's area for additional cooling and heating; includes second condenser
- Located Between front two seats
- 90,000 Btu Cooling



LODI POLICE DEPARTMENT BATT 4V

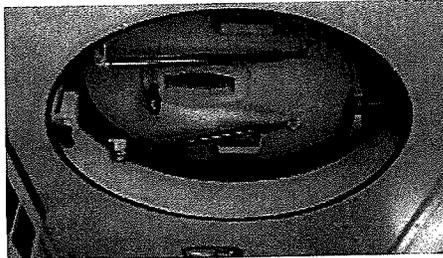
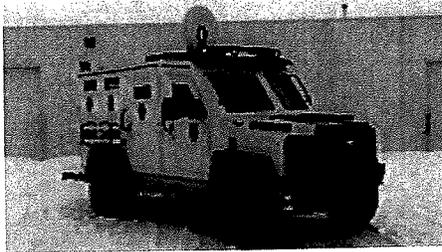
INSULATION PACKAGE

- Roof and Vertical Side panels fully insulated with 2" of Insulation
- Dramatically improves internal temperatures
- Keeps BATT much quieter inside



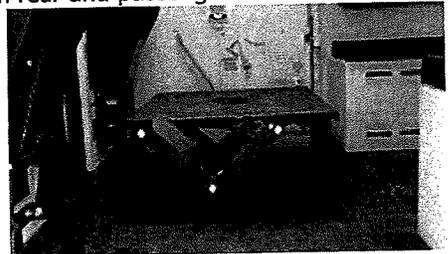
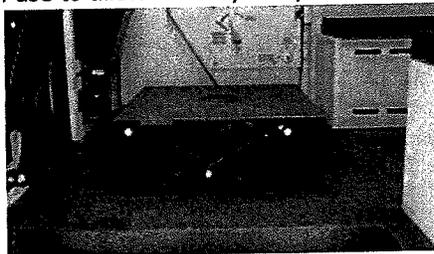
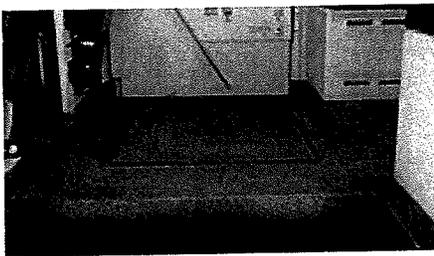
ROTATING ROOF HATCH

- Includes armored, flip forward lid; 7" Optic Ready gun port
- Stationary forward facing system with Optic Ready Gun Port
- Lid can lock open
- 360 Degree Rotation with multiple locking positions
 - **Maximum of 2" between locking holes**
 - **Must have counterbalance turret lid assistance**



SNIPER STEP

- Multiple Height Settings
- Stored Flat in Floor when not in use to allow for easy entry and exit from rear and passenger side door



INTERNAL LIGHTING

- **(8) Red/White Internal ceiling mounted lights**
- Allows for either White or Red or Both; Master switch in cabin; Also can control light from seat
- 6 Units in rear of vehicle evenly spaced; 2 units centered over front cabin seats



LODI POLICE DEPARTMENT BATT 4V

BATTERING RAM PACKAGE

- Front Ram receiver installed front of BATT
- Ram stores on side of BATT
- Ram to be Minimum 13 1/2' long



HYDRAULIC BATTERING RAM

- Front Bumper has Battering Ram Receptacle; Extensions mount to side of armored fender
- Head actuating Ram System allows for more push instead of punch at an angle
- Install Hydraulic Motor to actuate Front Ram
 - Cabin Controlled
 - Ram can go up and down

GAS NEEDLE WITH CAMERA PACKAGE

- Ram includes automatic gas injection system
- Ram includes camera system to allow officers to see inside house before dispersing gas
 - Camera allows right, left, up and down vision (4) IR Cameras

BATT V OFF ROAD UPGRADE PACKAGE

Suspension System

-Heavy Duty Off Road Shocks

-Installed on Front and Rear of BATT with the BATT V Off Road Package

- Valved correctly to operate under weight & suspension design of BATT

-Monotube design, 2.5" shock body

- 7/8" shock rod rated to have a minimum tensile strength of 100,000psi (to help with side-loading and resist overall damage).

-Utilizes remote reservoir system that cools internal fluid/hydraulic oil and prevents shock "fade."

**Note: Shock fade is when the internal fluid/hydraulic oil within a shock heats up it loses its dampening capability.*

-The front shocks use "compression adjuster" that allows user to choose from 20 different dampening settings

-From very soft to very hard with a simple turn of the adjuster knob.

-All the shocks serviceable and completely able to be rebuilt

-King has tested their shock components and have results displaying them lasting upwards of 450,000 miles.

-Offers Excellent Maneuverability On and Off Road

-Incredibly Stable and Rugged

-Allows BATT to traverse off road terrain and give the driver an extremely safe vehicle to handle; Keeps officers from getting beat up either due to an overly stiff suspension or bottoming out a soft set-up

-Front Coils

-Replaced with 8,000lbs each Heavy Duty Capacity Coils

- Rear Suspension

-Additional OEM Leafs Installed for support

-Readily available for replacement if damaged

-Small Lift installed in Front to level out BATT

-Sumo Spring Bump Stops at all Wheel Positions (Front & Rear)

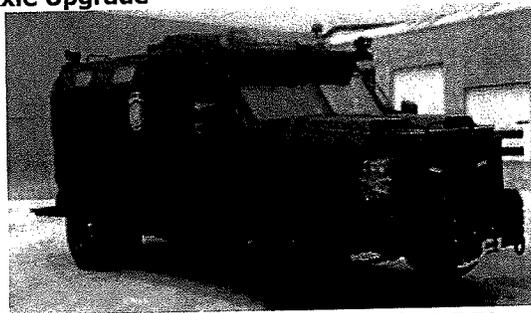
-Replaces OEM Bump Stops

LODI POLICE DEPARTMENT BATT 4V

- Complements Vehicle's Suspension
 - Works like shock absorber
- Improves load carrying capacity
- Reduces amount of side to side body roll for greater stability
- Extremely durable & functions in extreme temperatures from
 - (-40°F to 200°F)
- Heavy Duty Sway Bars Added

22.5 TIRE/RIM PACKAGE UPGRADE

- Includes Conversion to Dual Rear Wheel 22.5" Rim and Tires (255/80R22.5 Off Road Tires)
- Upgraded Suspension to improve handling and maneuverability
 - Includes upgraded steering stabilizer, sway bars, shocks, springs
- Upgraded Tires and Rims improves ground clearance and performance
- **Includes 12,000lbs Front Axle Upgrade**



(BATT 2 Door Shown Above As example of 22.5 Tire & Rim Pkg)

RUN FLAT TIRE PACKAGE

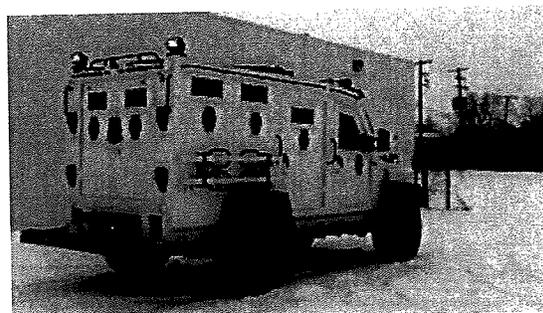
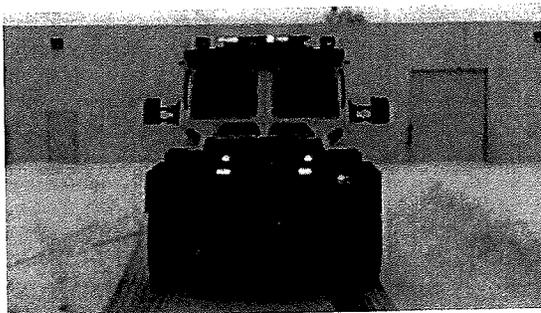
- Includes addition of 6 static mounted run flats
- 255/80R22.5 Off Road Tread Tires

BACK UP CAMERA (COLOR)

- Includes Color Back Up Camera and Color Monitor
- Allows driver to see officers entering and exiting BATT
- Lets you watch trailing vehicles
- Automatically comes on in Reverse and can be turned on manually

(4) SPOT LIGHTS

- (4) Remote Control Pan/Tilt Spot Lights mounted to all corners



RADIO PREP PACKAGE

- Install Customer Supplied Radio

LODI POLICE DEPARTMENT BATT 4V

POWER INVERTER PACKAGE

- 2000W Power Inverter/Power Package Installed to allow BATT occupants/officers to charge phones, computers, flashlights, shield lights, etc.
- Comes with (2) Power Plug Strips in Multiple areas to broaden access for multiple tools

KUSSMAUL BATTERY CHARGER HOOK UP

- Auto Eject Cable Hook Up

INSIDE/OUTSIDE INTERCOM SYSTEM

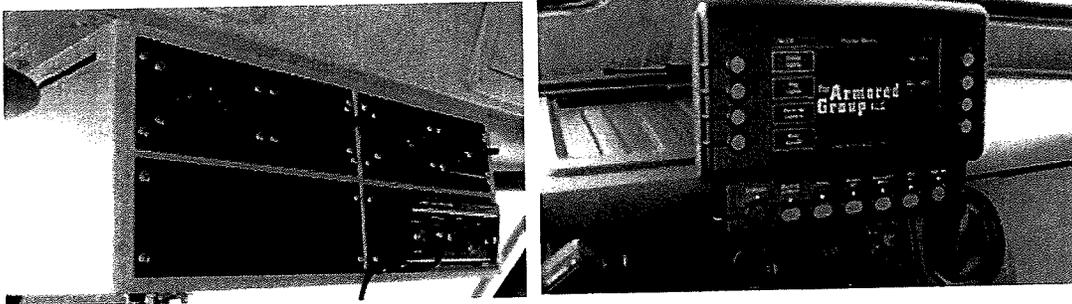
- Allows officers ability for inside/outside and outside/inside communication
- Speakers on exterior of vehicle and one in cabin by driver and passenger
- Can provide officers inside vehicle ability to hear what is going on outside the BATT
- Allows communication between officers on scene when you are radio silent
- Can allow Hostage Negotiator Ability to Hear People on outside the BATT if a Throw Phone is not available and keep him/her safe in front of the house/apartment, etc. while they address situation

REMOVABLE WINCH

- Winch can be used in front or rear
- BATT will have electrical hook ups on front and rear of BATT

V-MUX BATT CONTROL SYSTEM & OVERHEAD CONSOLE

- Allows integration of current and future technology
- Screen is used for the Back Up Camera
- Controls Emergency lighting packages
- Helps reduce size of center console
 - Allows for larger gateway in and out of side cabin door during exit/entry
- Has Multiple Additional inputs to allow for use of certain exterior items/tools
 - Examples are Recon Robots, Thermal Cameras, Additional Cameras
 - Upgradable to handle a multitude of advanced operations
- Head swivels and is moveable for better viewing by driver, passenger, or rear officers



PAINT

- Exterior
 - Color is Customer Choice
 - Black Rims, Black Bumpers, Black Gun Ports
 - Chip Guard added up the side walls & rear doors to reduce damage inflicted by riders on running boards
 - Added up to level with bottom of cabin door glass
 - Chip Guard added to hood
- Interior Painted with Gray Zolotone

LODI POLICE DEPARTMENT BATT 4V

CHASSIS SPECIFICATIONS

- 2014 Ford F-550 Super Duty Commercial Chassis
- **6.7L Diesel Engine**
 - **362HP**
- Heavy Duty Steel Rims
- 4-wheel drive (4X4)
 - Includes Shift on the Fly Activation
- Automatic transmission with overdrive
- OEM in dash air conditioning, heating and defrost
- Mono-beam leaf spring suspension with rear stabilizer bar
- Am-Fm Stereo Radio with clock
- Sealed halogen headlamps
- Tilt wheel
- 4.88 LTD Slip Rears
- Heated and Power Mirrors

BATT 4V PRICING

\$230,000.00

*+ 8% tax
\$18,400
~~\$248,400~~*

- *Price does not include freight to Lodi PD
- Customer Pick Up
- Inspection & Acceptance to be performed at armoring facility
- *Price does not include any applicable taxes
- *TAG does not collect sales tax



July 24, 2014

Jeremy Johnson
Director of International Operations
The Armored Group, LLC

_____ July _____, 2014
Authorized Signature
Lodi Police Department

CHASSIS WARRANTY

Basic	36 Months/36,000 miles
Powertrain	60 Months/60,000 miles
Corrosion Perforation	60 Months/unlimited mileage
Roadside Assistance	60 Months/60,000 miles
Diesel Engine	60 Months/100,000 miles

ARMOR WARRANTY

Armoring Parts & Labor.....36 Months/Unlimited Miles

The Armored Group, LLC

Detroit – Toronto - Dubai

CONTACT: Jeremy Johnson

OFFICE: 602-840-2271 CELL: 817-291-4956 FAX: 817-394-2499

EMAIL: jeremy@armoredcars.com

The Following Items will be built into the B.A.T.T. outlined in Quote #: JJ140724A

1. Ram will be Minimum Length of 13 ½ Feet
 - a. Ram must actuate below horizontal plane to allow use for lower objects
2. Gas Injection Needle Added to Ram Package
 - a. Deployment of gas controlled from cabin
3. Camera Attachment for Ram
 - a. Includes (4) IR Cameras
 - b. Includes Sound Capability
 - c. Screen in Cabin to view cameras
4. 3 Year Parts and Labor Warranty on Armoring Components and Workmanship
5. Turret Hatch Lid Includes CounterBalance System in lieu of pneumatic assist rods
6. Modular Winch Package

Accepted by:

_____, July _____, 2014

Authorized Signature

Lodi Police Department



July 24, 2014

Jeremy Johnson

The Armored Group, LLC

Phone: 817-291-4956

Email: jeremy@armoredcars.com

IMPORTANT: This message and any attachments contain information from The Armored Group, LLC or its subsidiaries, which may be confidential and/or privileged and is intended for use only by the addressee(s) named on this transmission. If you are not an intended party to this communication, please notify the sender and delete/destroy any and all copies of this communication. Unintended recipients shall not review, reproduce, disseminate nor disclose any information contained in this communication. The Armored Group, LLC, and its subsidiaries reserve the right to monitor and retain all incoming and outgoing communications as permitted by applicable law.

Reference to Quote

July 24, 2014



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
 PH (413) 443-7359 – FAX (413) 445-7865

Quotation 11478

Quotation Date: 07/08/2014
 Tax ID #: 04-2719777

LDLCA Lodi Police Department 215 W. Elm Street Lodi, CA 95240	Estimated Completion Date: EST 210+ Days ARO	F.O.B.: Pittsfield, MA Ship Via: PICK UP
	Payment Terms: <i>Lenco GSA Contract GS-07F-0390M 1122 Program</i> <i>Lenco Does Not Collect Tax or Register Vehicles with DMV</i>	
	Inspection & Acceptance: At Lenco Factory, Pittsfield, MA	

Terms and Conditions: Payment Upon Pick Up-- Transfer of Certificate of Origin Upon Receipt of Payment

Item:	Product #	GSA Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$188,793.00
Diesel Engine, 6.7L Turbo	BCDLEN	7,486.00
AC-DC Power Inverter 3,600 Watt w/ Battery Charge Feature	BCPINV36	5,442.00
22.5" Tire and Wheel Upgrade	BCTWU	7,600.00
Run-Flat Tires for 22.5" Tire and Wheel Upgrade	BCRF225	7,083.00
(2) Back up Camera Systems with Monitor (1 Forward)	BCBU	4,594.00
(4) Roof Mounted Remote Control Spot Lights	BCRCSL	4,016.00
Radio Prep Package	BCINSRA	502.00
Kussmaul Super Eject Deluxe	BCKUSS	945.00
Intercom System; Inside to Outside	BCINT	2,871.00
Electric Power Winch (Modular Version)	BCWNCH	5,643.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,499.00
Hydraulic Ram Upgrade	BCHYDRAM	5,480.00
4-Door Configuration (Rear Flip Seats Included)	BC4DR	7,858.00
Rear Auxiliary AC/Heating System (Overhead)	BCAC	1,914.00
Whelen Liberty LED Light Bar (Installed)	BCLED	2,924.00
Electric Power Heated Mirrors	BCMIR	1,508.00
Rear Tow Hitch Receiver	BCRTOWR	1,005.00
Bedrock Paint <i>1/2 only</i>	BCPJ	2,058.00
Total Cost (1) Lenco BearCat		\$262,221.00
FOB Lodi, CA		14,500.00
Total Cost (1) Lenco BearCat FOB Lodi, CA		\$276,721.00

WARNING: Information Subject to Export Control Laws

The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.

THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE

ACCEPTANCE OF PROPOSAL — The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

LENCO INDUSTRIES INC.

Authorized
Signature _____

Authorized
Signature _____

James J. Massery
James J. Massery

Please sign and return

Thank You



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
 PH (413) 443-7359 – FAX (413) 445-7865

Quotation 11479

Quotation Date: 07/08/2014
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22.5" Tire and Wheel Upgrade	BCTWU	7,600.00
Back up Camera System with Monitor	BCBU	2,297.00
(4) Roof Mounted Remote Control Spot Lights	BCRCSL	4,016.00
Radio Prep Package	BCINSRA	502.00
Intercom System; Inside to Outside	BCINT	2,871.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,499.00
Hydraulic Ram Upgrade	BCHYDRAM	5,480.00
Gas Injector Unit	BCGIU	6,841.00
4 Way Ram Camera, with Infra Red, 4 Way Monitor and Internal Audio	Non Contract	23,928.00
4-Door Configuration (Rear Flip Seats Included)	BC4DR	7,858.00
Rear Auxiliary AC/Heating System (Overhead)	BCAC	1,914.00
Whelen Liberty LED Light Bar (Installed)	BCLED	2,924.00
Electric Power Heated Mirrors	BCMIR	1,508.00
Total Cost of (1) Lenco BearCat		\$268,517.00
FOB Lodi, CA		14,500.00
Total Cost of (1) Lenco BearCat FOB, Lodi, CA		\$283,017.00

ADDED

#

Specifications Subject to Change **PROPRIETARY**

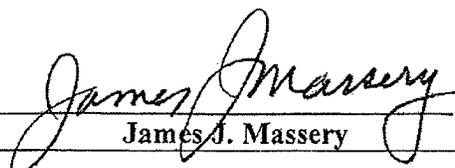
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ACCEPTANCE OF PROPOSAL — The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

LENCO INDUSTRIES INC.

Authorized Signature _____ Authorized Signature 
 Please sign and return James J. Massery

Thank You

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Police Department 5. DATE: 8/21/22
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120	1201	6153	Lodi Police Foundation Grant	\$ 200,000.00
			6153	SHSGP Grant	\$ 50,000.00
B. USE OF FINANCING	120	1201031	7851	Vehicle Replacement Fund	\$ 200,000.00
			7851	Vehicle Replacement Fund	\$ 50,000.00

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.

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: _____ Res. No: _____ Attach copy of resolution to this form.
 Department Head Signature: *Alvarez*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING A DONATION FROM THE LODI POLICE FOUNDATION (\$200,000) AND GRANT FROM THE STATE HOMELAND SECURITY GRANT PROGRAM (\$50,000); AWARDING THE BID FOR THE PURCHASE OF AN ARMORED RESCUE VEHICLE FROM THE ARMORED GROUP, OF FORT WORTH, TEXAS; AND APPROPRIATING FUNDS (\$250,000)

=====

WHEREAS, the Lodi Police Department currently owns a dated and inadequate armored vehicle that is used to protect police officers and community members during tactical operations when safety concerns are heightened; and

WHEREAS, the vehicle, a surplus bank car, has surpassed the end of its useful life and does not provide adequate protection against gunfire; and

WHEREAS, replacement of this vehicle has been a priority of the department for many years, however, each round of budget cuts over several fiscal years has eliminated any available funding; and

WHEREAS, through a generous donation of the Lodi Police Foundation in the amount of \$200,000, and a grant recently awarded to Lodi Police Department from the State Homeland Security Grant Program in the amount of \$50,000, the sum of those funds will be used to purchase a new Ballistic Armored Tactical Transport (BATT) vehicle upon acceptance by the City Council; and

WHEREAS, purchasing the armored vehicle will allow officers to drive directly into gunfire to perform rescue operations during a situation with injured citizens or officers to stabilize the scene; and

WHEREAS, the Ballistic Armored Tactical Transport (BATT) vehicle would provide officers with exceptional protection because of the unique design and specifications that are engineered to withstand assault and gunfire. During critical incidents where mutual aid is requested, this vehicle will be available to respond, providing enhanced protection throughout the County and neighboring jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept the Lodi Police Foundation donation of \$200,000, and the State Homeland Security Grant in the amount of \$50,000; and

BE IT FURTHER RESOLVED, that the Lodi City Council hereby awards the bid to The Armored Group, of Fort Worth, Texas, in the amount of \$248,400, for the purchase of a Ballistic Armored Tactical Transport (BATT) vehicle; and

FURTHER RESOLVED, that the City Council hereby appropriates funds in the amount of \$250,000 for this purchase.

Date: October 15, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the Lodi City Council in a regular meeting held October 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: October 15, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

Western Water Constructors, Inc., mobilized onto the work site on September 15, 2014, and began preparing the lid on Digester No. 2 for removal. Preparation work included removal of existing plumbing and establishing anchor points strong enough to safely lift the 86,000 pound lid by crane from the digester and place on the ground for demolition and off haul. The lid removal was performed on September 22, 2014.

During the weeks of September 22 through October 15, crews will clean the digester interior and begin preparing the interior concrete walls to receive a protective coating.

The procurement and construction schedule reflecting project milestones is provided below. There is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/pmf

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for November 19, 2014 to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees For 2015

MEETING DATE: October 15, 2014

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set public hearing for November 19, 2014 to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2015.

BACKGROUND INFORMATION: On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. 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. 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 2015 per acre fees for all categories of habitat land have increased over 9 percent from the prior year. Fees are calculated based upon appraisal value of easements. Open Space lands have increased from \$6,656 to \$7,281. Agriculture and Natural lands (the two largest categories) have increased from \$13,295 to \$14,543. Fees for Vernal Pool (grasslands) habitat lands increased from \$39,047 to \$42,784 and Vernal Pool (wetted lands) increased from \$80,972 to \$85,631.

On Thursday, September 25, 2014, the San Joaquin Council of Governments Board approved the attached HCP fee schedule for 2015. The Board coordinates the review of land costs to ensure that the attached land mitigation costs will satisfy habitat conservation and purchases. All local jurisdictions are requested to approve the new fee schedule that will take effect on January 1, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, 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)

Steve Dresser
CHAIR

Anthony Silva
VICE CHAIR

Andrew T. Chesley
PRESIDENT

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

2015 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$7,281
Natural	\$14,543
Agriculture	\$14,543
Vernal Pool - uplands	\$42,784
Vernal Pool - wetted	\$85,631

* Effective January 1, 2015 – December 31, 2015

2015 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,259.76	\$1,856.24	\$5,116
Natural Lands	\$3,259.76	\$1,856.24	\$5,116
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$613.86	\$6,743.86	\$7,357.72
<i>Vernal Pool Wetted</i>	\$43,460.88	\$6,743.86	\$50,204.74

** Effective January 1, 2015 – December 31, 2015 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 the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs 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.

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: Post for Expiring Terms on the Lodi Senior Citizens Commission, Personnel Board of Review, Recreation Commission, San Joaquin Council of Governments Citizens' Advisory Committee, and the Site Plan and Architectural Review Committee

MEETING DATE: October 15, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Lodi Senior Citizens Commission, Personnel Board of Review, Recreation Commission, San Joaquin Council of Governments Citizens' Advisory Committee, and the Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: Several terms are due to expire on various boards and commissions. Therefore, it is recommended that the City Council direct the City Clerk to post for the following expiring terms. 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 Senior Citizens Commission

Susan Cook Term to expire December 31, 2014

Personnel Board of Review

Floyd Williams Term to expire January 1, 2015
John Stroh Term to expire January 1, 2015

Recreation Commission

Rick Morgan Term to expire December 31, 2014
Jeffrey Palmquist Term to expire December 31, 2014
Barbara Wardrobe-Fox Term to expire December 31, 2014

San Joaquin Council of Governments Citizens' Advisory Committee

Richard Blackston Term to expire January 1, 2015

Site Plan and Architectural Review Committee

Crystal Kirst Term to expire January 1, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report
MEETING DATE: October 15, 2014
PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through September 30, 2014.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Jennifer M. Robison
City Clerk

JMR/pmf

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Annual Americans with Disabilities Act (ADA) Committee Report

MEETING DATE: October 15, 2014

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Receive annual report from City's Americans with Disabilities Act (ADA) Committee.

BACKGROUND INFORMATION: The Americans with Disabilities Act (ADA), adopted in 1990, is a comprehensive piece of federal legislation prohibiting discrimination and guarantees people with disabilities the same opportunities as everyone else to participate in the mainstream of American life, which includes the right to enjoy employment opportunities, to purchase goods and services, and to participate in state and local government programs and services.

Similar to the ADA, Section 504 of the Rehabilitation Act of 1973 is a federal law that protects qualified individuals from discrimination based on their disabilities. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any federal department or agency, including the U.S. Department of Housing and Urban Development (HUD) and the Federal Transportation Administration (FTA).

Section 504 forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services. It defines the rights of individuals with disabilities to participate in, and have access to, program benefits and services.

Included in these regulations is the requirement to provide and/or allow for effective communication, to make information and communication accessible to people with hearing, sensory, motor and cognitive disabilities so that they can participate equally in City programs, services and activities.

PREVIOUS ACTIONS

In 1992, the City of Lodi established an ADA Committee comprised of representatives from Public Works, Police, Fire, City Manager's office, Human Resources, Parks & Recreation, and Building Inspection with the Director of the Community Development Department as the chairperson. The City completed a self-evaluation of structural barriers; however, a Transition Plan was not approved by the City Council.

In August of 2004, it was brought to the attention of City staff by a member of the disabled community that some City facilities were not in compliance with the ADA. Immediately after this disclosure, the City reinstated the ADA Committee with the same Department representation as in 1992, and expanded that to include a staff representative from the City Attorney's Office and a member of the disabled community. Another self-evaluation was completed to determine what structural barriers remained within City facilities. The evaluation was completed by each of the various departments in

APPROVED: _____
Stephen Schwabauer, City Manager

January of 2005. The departments used a checklist using the ADA Accessibility Guidelines (ADAAG) and the California Building Code (CBC). These efforts led to the development and subsequent City Council adoption of a Transition Plan in November of 2005.

The focus of the ADA committee in 2005 was to give priority to correcting or improving the accessibility to City facilities open to large numbers of the general public. Furthermore, the committee recommended a schedule and method of compliance by maintaining an updated Transition Plan that would satisfy current ADA guidelines and California Building Code requirements and reflect the City's desire to continue to provide a realistic approach to bringing its facilities into compliance.

CURRENT ACTIONS

Recent monitoring reviews from both HUD and California Department of Transportation (Caltrans) have identified specific actions that need to be taken in order to fully comply with ADA Regulations and requirements. The issues to be addressed fall under the categories of either Programs or Physical/Facilities.

It should be noted that in their Preliminary Report, Caltrans noted the following three points to Lodi's benefit:

1. The foundation of the City's ADA program established in 1992 reflects a willingness to embrace its obligations to provide equal access to city services by persons with disabilities since that time. In that spirit, the City has aggressively pursued grant funds for various city improvements. Transit Center improvements have been initiated with grant funds from the Transportation Development Act. A major renovation at Lodi Lake is planned in early 2016 largely due to a grant of \$710,000 awarded by the California Division of Boating and Waterways. It will include increased accessible pathways, and the City already constructed the first accessible kayak launch in Northern California.
2. Lodi City staff has exhibited a proactive approach in its practices to ensure that the public is treated fairly and equally without discrimination, and to promptly address access complaints of any nature as they arise. In response to an access issue at the Lodi Grape Bowl, the City and private citizens have initiated a campaign to raise funds for major improvements which has generated significant financial support from private donors.
3. The City of Lodi has also demonstrated a commitment to improve facilities for the benefit of its citizens. It has invested an average of \$150,000 per year over the past 10 years on pedestrian improvements. A Community Development Block Grant (CDBG funds) will be used towards handicap ramp improvements at Hutchins Street Square.

In response to both HUD's and CalTran's preliminary reports, the ADA Committee has been reinstated once again and reconfigured to include a Citizen Advisory Panel. Together, they are tasked with the review of the accessibility of city services, programs, facilities and employment.

The ADA Committee will be reviewing relevant City policies, guidelines, procedures, reports and State and federal legislation and will report back to the Citizen Advisory Panel three times a year and to the City Council for an annual report each October.

The Citizen Advisory Panel will act as a liaison to community groups, non-profits, governmental agencies, and individuals in addressing disability issues related to the City of Lodi and assist with the City's efforts to achieve greater awareness of the ADA throughout the community. The ADA Committee and the Citizen Advisory Panel will make recommendations to the Lodi City Council with regard to legislative policy and compliance with the ADA.

The City Manager has designated the following personnel to lead this effort:

- City ADA/Section 504 Coordinator – Joseph Wood
 - ADA Compliance – Physical/Facilities – Charles Swimley
 - ADA Compliance – Programs – Joseph Wood

ADA Committee

- Janice Magdich, City Attorney
- Jennifer Robison, City Clerk
- Jeff Hood, Director - Parks, Recreation and Cultural Services
- Charlie Swimley, City Engineer/Deputy Public Works Director
- Joseph Wood, Community Development – Neighborhood Services
- Adele Post, Human Resources Manager
- Dennis Canright, Community Development – Building Official
- Julia Tyack, Public Works – Transit
- Matthew Casson, Information Systems Division

Citizen Advisory Panel

- Tracy Williams, LOEL Center
- Angelica Shear, Valley Mountain Regional Center
- Hy Cohen, Community Center for the Blind
- Dena Hernandez, Local Board of State Council on Developmental Disabilities
- Anna Hjalmer, Community Representative

FUTURE ACTIONS

Our overall goal is to have a draft of a comprehensive Transition Plan available for review by August 1, 2015. Between now and then, the ADA Committee intends to meet regularly to monitor progress on various tasks and to conduct Public Meetings with the Citizen Advisory Panel three times a year to solicit review and comments on the actions taken to that point and to respond to public comments and concerns. An initial, introductory public meeting of the Citizen Advisory Committee was held on September 24, 2014. Additional meetings are scheduled for the following dates:

- January 14, 2015,
- May 13, 2015, and
- September 9, 2015

A summary of the actions taken to date by the City, as well as the proposed tasks and timeline of the activities that have been addressed with HUD and Caltrans is attached as Exhibit A.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

Exhibit A – ADA Action Summary and Timeline

Required Action #1

Modify the City's ADA policy to include the provisions of the ADA and the name and contact information of the designated City-wide ADA/Section 504 Coordinator. Ensure that the designated ADA/Section 504 Coordinator has the necessary knowledge and/or training in ADA/Section 504 physical and program accessibility to identify policies and practices that present barriers to accessibility and implementing a plan to correct the deficiencies.

Action Taken

- Designated Neighborhood Services Manager Joseph Wood as the City-wide ADA/Section 504 Coordinator and the person with overall responsibility and authority to oversee that compliance issues are addressed.
- Amended ADA Complaint/Grievance form, Grievance Policy document and ADA Notice document.

Proposed Actions/Timeline

- The necessary training and requirements for certification for the ADA/Section 504 Coordinator are being reviewed and will be scheduled at the earliest opportunity with a proposed completion date of April 15, 2015.
- The amended ADA Complaint/Grievance form, Grievance Policy document and ADA Notice document are being translated into Spanish and Urdu, as well as other alternate accessible formats, with a proposed completion date of April 15, 2015.
- In addition to the standard posting locations for public notices, the amended notices will be posted in all departments that have public counters.

Required Action #2

Provide public notification of the revised policy, including the specific name and contact information of the City ADA/Section 504 Coordinator at highly visible, public locations. The notification must also be available in alternate, accessible formats.

Proposed Actions/Timeline

- Aside from posting the revised notices in public locations and on the City website and making them available in alternative, accessible formats, those changes will be addressed through public meetings with the ADA Committee/Citizen Advisory Panel scheduled for the following dates:
 - September 24, 2014
 - January 14, 2015
 - May 13, 2015
 - September 9, 2015
- There will be an annual report to the City Council beginning October 15, 2014.

Required Action #3

Provide a method to record and track access requests, informal and formal disability discrimination complaints, including a description of steps taken to remove the alleged barriers and ultimate resolutions.

Proposed Actions/Timeline

- Working to establish an automated data tracking database and expect to have that in place by January 1, 2015.

Required Action #4

Place top priority on the development of a work plan and timeline for an updated survey of all city programs, services and facilities. Enlist disability groups to provide guidance on accessibility features and notify public where it may be found for public review.

Actions Taken

- Re-established the ADA Committee and assembled a Citizen Advisory Panel made up of representatives of the community of persons with disabilities and the agencies and organizations that serve that population.

Proposed Actions/Timeline

- Scheduled the distribution of a Program Self-Evaluation Survey to all departments in October 2014. Expect to have those returned and under review by March 1, 2015.
- The ADA Committee will meet monthly to track the progress on all of the various tasks including the self-evaluation surveys for all city programs, services and facilities.
- The ADA Committee will conduct public meetings with the Citizen Advisory Panel every four months to review and receive comment on the data gathered and work completed to that point.

Required Action #5

Work plan with timeline of expected milestones for the development and implementation of the Transition Plan which must include, among other requirements:

- a. Identification of physical obstacles that limit accessibility to programs or activities by persons with disabilities;
- b. Methods to make facilities accessible;
- c. A schedule for taking steps to meet compliance requirements;
- d. Specific compliance milestones for each year of the Transition Plan; and
- e. Identify the official responsible for implementation of the plan and persons with disabilities who participated in its development.

Actions Taken

- Established a target date of August 1, 2015 to have the draft Transition Plan available for review and comment.

Proposed Actions/Timeline

- The City Engineer will develop a timeline for the scheduling of surveys of all City facilities and the public right-of-way to identify barriers to accessibility. Available options to remove those barriers, the timeline for completion of those improvements and the person(s) responsible for implementation of those improvements will be detailed in the draft Transition Plan that is due August 1, 2015.
- The City will continue to fund several ADA improvement projects for city facilities and the public right-of-way, primarily through the Community Development Block Grant (CDBG) Program.
- Once the Transition Plan is established, progress will be reported through the public meetings with the ADA Committee/Citizen Advisory Panel and to the City Council in the Annual Report each October.

Required Action #6

Develop policy and procedures on provisions of effective communication requirements of Title II of the ADA.

Actions Taken

- Established a list of employees and their work locations that are available for translation services.
- Commenced the practice of offering oral interpreters at public meetings related to its administration of CDBG/HOME programs, and other key public hearings.

Proposed Actions/Timeline

- The City is in the process of reviewing a possible contract with Language Line Solutions for telephone translation services, for over-the-counter interaction as well as calls received and calls being made to non-English speaking persons. Expect to have that in place by January 1, 2015.
- The City will commence the analysis of language needs, leading to the development of a Language Access Plan (LAP) to facilitate communication with Limited-English-Proficient persons. The LAP may be conjoined with existing, similar plans for other city departments, and ultimately form a LAP applying to multiple city departments. The City expects to have a draft LAP available for review and comment by August 1, 2015.

Required Action #7

List relay numbers where other public customer service or contact phone numbers are published in print on documents or in digital format on web pages, particularly in areas of customer service and public safety. .

Proposed Actions/Timeline

- The City is adding 711 Telecommunication Relay Service information on all Notices, documents and the City webpage and expects to have that completed by January 1, 2015.

Required Action #8

Ensure telephone emergency services, including 9-1-1 services, provide direct access to individuals who use a TTD/TTY.

Actions Taken

- Confirmed that the Lodi Police Department's 9-1-1 automated dispatch system has the capability to receive communications through TTD/TTY.

Required Action #9

Develop plan to make existing web content accessible, including specific steps and timeframes. Make accessibility modifications a priority to more popular web pages.

Proposed Actions/Timeline

- Tasked our Information Systems Administrator to do a complete evaluation of the City web content and to report back recommendations for accessibility modifications. Progress will be reported through the public meetings held by the ADA Committee/Citizen Advisory Panel.
- In the process of developing a new ADA webpage on the City website that will be the main source for all ADA accessibility issues. Each City department webpage will have a link that accesses the ADA webpage. Expect to have that completed by January 1, 2015.

Required Action #10

Provide training to ensure staff and contractors responsible for web pages and web page content development have tools, resources and knowledge on standards, policy and procedures for web accessibility.

Proposed Actions/Timeline

- The City has tasked the Human Resources Manager to assist with the development and scheduling of employee workshops on the various elements of accessibility and effective communications, and the new policies and procedures associated with them as they are developed. Expect to commence that training by April 1, 2015.

Required Action #11

Ensure that visitors can request accessible information or services in alternative means.

Actions Taken

- Ensures that notices and materials can be made available upon request and that documents can be translated into Spanish or other alternative languages and formats upon request.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Chapter 5.12 – Cardrooms, by Repealing and Re-enacting Section 5.12.140 (C) “Rules and Regulations”

MEETING DATE: October 15, 2014

PREPARED BY: City Attorney

RECOMMENDED ACTION: Introduce Ordinance amending Lodi Municipal Code Chapter 5.12 - Cardrooms, by repealing and re-enacting Section 5.12.140 (C) “Rules and Regulations.”

BACKGROUND INFORMATION: At the August 6, 2014 City Council meeting, staff requested direction from the City Council regarding an amendment to the cardroom ordinance proposed by Wine Country Cardroom and Restaurant to allow two additional tables, increasing the number from 13 to 15; and capping the total number of tables permitted within the City of Lodi at 15. Following Council approval of the request, the proposed change was submitted to the Attorney General's office for review and approval.

By letter dated September 22, 2014 (copy attached), the Attorney General's office has approved the requested change in the number of cardroom tables from 13 to 15, and caps the total number of tables permitted in the City of Lodi at 15.

The Police Department and Community Development Department have both indicated that they have no history of complaints or enforcement issues as to the operation of the Wine Country Cardroom and Restaurant. Therefore, staff recommends that the City Council introduce the attached Ordinance.

FISCAL IMPACT: Unknown revenue increase to the General Fund.

FUNDING AVAILABLE: Not applicable.

Approved: _____
Janice D. Magdich, City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



BUREAU OF GAMBLING CONTROL
P. O. Box 168024
Sacramento, CA 95816-8024
Public: (916) 227-2319
Fax: (916) 227-7965

September 22, 2014

Ms. Janice D. Magdich
City Attorney
City of Lodi
P.O. Box 3006
Lodi, California 95241-1910

Re: City of Lodi's Gambling Ordinance

Dear Ms. Magdich:

On September 12, 2014, the Bureau of Gambling Control (Bureau) received the City of Lodi's proposed amendments to its Municipal Code Title 5, Chapter 5.12.140 (C), in accordance with Business and Professions (B&P) Code section 19961.1. The Bureau reviewed the proposed amendment and offers the following comment regarding the submitted amendment.

The proposed amendment to increase the maximum number of tables from 13 to 15 in each gambling establishment and in the local jurisdiction pursuant to B & P Code Section 19961.06 (b) is in compliance with the California Gambling Control Act.

Upon approval and adoption of the proposed amendments, please provide the Bureau with a signed certified copy of the amendments. If you have any questions, please contact Analyst Rebecca Breen of my staff at (916) 227-1272. Thank you for your cooperation in this matter.

Sincerely,

Frances Asuncion
FRANCES ASUNCION
Department of Justice Administrator II
Bureau of Gambling Control

For KAMALA D. HARRIS
Attorney General

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 5.12 – CARDROOMS –
BY REPEALING AND REENACTING SECTION 5.12.140
(C), “RULES AND REGULATIONS”

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 5.12 – Cardrooms is here amended by repealing and reenacting Section 5.12.140 (C), “Rules and Regulations,” and shall read as follows:

- C. Not more than ~~thirteen~~fifteen tables shall be permitted in any cardroom. No more than ~~thirteen~~fifteen tables shall be permitted to operate within the city.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

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

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2014

PHIL KATZAKIAN
MAYOR

ATTEST:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held October 15, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2014, by the following vote:

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

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

JENNIFER M. ROBISON
City Clerk

Approved to Form:

JANICE D. MAGDICH
City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Fire and Emergency Medical Dispatching Services Agreement with the City of Stockton

MEETING DATE: October 15, 2014

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a Fire and Emergency Medical Dispatching Services Agreement with the City of Stockton.

BACKGROUND INFORMATION: In 2009, the Lodi Fire Department discontinued its contract with the City of Stockton for dispatch services. The Lodi Police Department has provided Fire and EMS dispatch services since FY 2009/10. In 2013, the City of Stockton hired an independent contractor to develop operations and financial efficiencies through partnerships and regionalization efforts.

In an effort to regionalize San Joaquin County Fire and EMS dispatch services, the City of Stockton began discussions to form a regional Joint Powers Authority. In August 2014, the Lodi Fire Chief contacted Stockton Fire Chief Piechura to request formal contract discussions for the provision of dispatch services from the City of Stockton. If the attached agreement with the City of Stockton is approved, the Lodi Fire Department will be the third department to receive dispatch services from Stockton; Manteca Fire currently procures Stockton Fire dispatch services and Lathrop-Manteca Fire District partnered with Stockton just prior to the start of the 2014/15 Fiscal Year for these services.

It is anticipated that contracted services will begin December 29, 2014. Lodi Fire Department will compensate the City of Stockton for dispatch services at a fixed rate per call. Per call rates for the period of January 1 through June 30, 2015 are \$35.74. Per call rates for Fiscal Year 2015/16 will be \$45.74. Effective July 1, 2016, and each year thereafter, the rates per call will be based on the Stockton Fire Department's Emergency Communications Division fiscal year budget divided by the total number of dispatch calls in the prior calendar year.

Based upon current call volumes of about 5,800 calls per year, staff estimates cost of the contracted service to be about \$105,000 for January through June 2015. Due to expected changes in operations, call volumes for FY 2015/16 are expected to be just under 5,000 calls yielding an estimated cost of about \$228,000. Staff cannot estimate the costs beyond June 30, 2016 as the rate for services has not yet been determined.

Funding for this agreement will be provided by eliminating two vacant Dispatcher/Jailer positions in the Police Department and transferring appropriations to the Fire Department. Additionally, the Police Department will be evaluating Dispatcher/Jailer operations and staffing and an additional position may be

APPROVED: _____
Steve Schwabauer, City Manager

Adopt Resolution Authorizing the City Manager to Execute a Fire and Emergency Medical Dispatching Services Agreement with the City of Stockton

October 15, 2014
Page Two

eliminated in the FY 2015/16 budget based upon that review. Staff has discussed the impact of this contract arrangement with the Lodi Police Dispatchers Association and they support the contracting of these services.

Staff recommends that the City Council adopt the attached resolution.

FISCAL IMPACT: Estimated costs of contracted services is as shown below:

FY 2014-15	\$105,000
FY 2015-16	\$228,000

FUNDING AVAILABLE: Funding for this contract will be provided by eliminating two vacant Dispatcher/Jailer positions in the Police Department and transferring appropriations to the Fire Department. Total annual value of those two positions is about \$211,000.

Jordan Ayers
Deputy City Manager/Internal Services Director

Larry Rooney
Fire Chief

Mark Helms
Chief of Police

**FIRE AND EMERGENCY MEDICAL DISPATCHING
SERVICES AGREEMENT**

THIS AGREEMENT, is made and entered into on _____ by and between the CITY OF STOCKTON, a municipal corporation, hereinafter designated as "CITY", and the CITY OF LODI, a municipal corporation, hereinafter designated as "AGENCY" (collectively "Parties").

WHEREAS, AGENCY retains rights under California Health & Safety Code section 1797.201, the Warren 9-1-1 Act, and the 1985 countywide 9-1-1 Agreement (of which Agency is a signatory) (collectively "Agency Rights"); and

WHEREAS, CITY desires to enter into an agreement with AGENCY to provide fire and emergency medical call receipt and dispatching services to the entire AGENCY through CITY's Emergency Communications Division located 110 West Sonora Street, Stockton, California; and WHEREAS, the Parties do not intend to compromise or infringe on Agency Rights by entering into this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the Parties hereto expressly agree as follows:

1. SERVICES AND RESPONSIBILITIES:

(a) CITY will provide fire and emergency medical dispatching services to the entire geographic area served by AGENCY as of the date of this Agreement. Such services shall be provided at the level provided for similar incidents and occupancies within the incorporated area of the CITY and in conformance with policies and procedures as may from time to time be adopted by the San Joaquin County Emergency Medical Services Agency concerning the dispatch of emergency medical ambulances.

(b) CITY shall be responsible for the uninterrupted operation and supervision of the Emergency Communications Division, and will provide plant facilities, personnel and common equipment necessary for operation of the Emergency Communications Division at the level provided on the date of this Agreement on a 24-hour-per-day basis. Excluded from common communications equipment are certain items which benefit only one agency or participant, including listed business and emergency telephone lines, radios, and other related communications equipment. It shall be the responsibility of CITY to receive calls for fire and emergency medical assistance and transmit same to AGENCY by a mutually agreed upon procedure.

(c) Upon notification and acknowledgement by CITY, AGENCY shall assume sole responsibility for the disposition of its fire and rescue resources and shall be responsible for any necessary reports.

(d) AGENCY will be responsible for the disposition of its own business calls unless other contractual arrangements are made. CITY will, however, relay to AGENCY any business calls received by the Emergency Communications Division by a mutually agreed upon procedure.

(e) AGENCY shall provide CITY and maintain, at its own expense, accurate street location information, response level assignments (zones), and any other related fire and rescue information necessary for emergency call-taking and dispatching. This information and all subsequent information shall be the sole responsibility of the AGENCY. Required information necessary for this dispatching service shall be in a form specified by CITY.

2. PAYMENT FOR SERVICES:

(a) AGENCY will pay CITY for dispatch services at the rate of \$11.31 per call for medical calls where an ambulance is also dispatched and at the rate of \$22.60 per call for non-medical calls dispatched by CITY's dispatch center.

(b) After January 1, 2015, AGENCY will pay CITY for dispatch services at a rate of \$35.74 per call for all emergency calls dispatched by CITY's dispatch center. After July 1, 2015 AGENCY will pay CITY for dispatch services at a rate of \$45.74 per call for all emergency calls dispatched by CITY's dispatch center.

(c) After July 1, 2016, AGENCY will pay the CITY a base rate per call. The base rate is defined as the dollar value for dispatch services determined by dividing the operating budget of the CITY's Emergency Communications Division during the current fiscal year, as determined by the CITY, by the total number fire and emergency medical calls in the previous calendar year.

(d) A base rate adjustment will be determined by CITY for each subsequent fiscal year thereafter in order for CITY to recover the full cost of dispatch services incurred by AGENCY. The intent of the annual rate of adjustment is to establish a new base rate for each subsequent fiscal year based on the CITY's Emergency Communications Division adopted budget for that fiscal year divided by the total number of dispatches during the prior calendar year. The new base rate for each fiscal year shall be effective July 1. If CITY's calculation of the base rate adjustment is not available in time for the July billing, the prior fiscal year base rate shall be used in monthly billing until such time as the new base rate is available (the new base rate shall not be applied retroactively).

(e) Payment of the per call fee shall be made monthly by AGENCY to CITY. CITY will bill AGENCY on a monthly basis based on the number of fire and emergency calls for the previous month. Payment will be due upon receipt of CITY's billing invoice. AGENCY will be considered delinquent in its payment if payment has not been made within thirty (30) days after due date.

(f) AGENCY will reimburse CITY up to \$15,000 for set-up costs. Set-up costs include any hardware, software, programming and labor costs associated with the set-up and preparation of the current Emergency Communications Division dispatch system to provide dispatch services to AGENCY. Payment of these costs shall be made and will be due upon receipt of CITY's billing invoice.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

This Agreement shall remain in effect until terminated and shall be on a month-to-month basis. This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice. This Agreement may be terminated without complying with the notice requirement for the sole cause of non-performance by the other party. However, if CITY terminates this Agreement because AGENCY has insufficient funds to meet its obligation under this Agreement such termination shall be effective upon giving thirty (30) days written notice. AGENCY agrees to compensate CITY for costs incurred during such thirty (30) day period.

4. WITHHOLDING OF PAYMENT OR SERVICES:

(a) AGENCY may withhold payment for any period during which CITY does not or cannot provide the (contracted) service.

(b) CITY may withhold service during any period that AGENCY is delinquent in making payments to CITY.

5. CITY SERVICE TO OTHER AGENCIES:

As a result of this Agreement, CITY is in no way prevented from offering its service to other agencies.

6. INDEPENDENT CONTRACTOR:

CITY shall serve as an independent contractor in performing the services provided under this Agreement and shall be responsible for workers' compensation and other obligations consistent with that status. In no event shall either CITY or AGENCY be responsible for any workers' compensation or other obligations of the other.

7. INDEMNIFICATION:

Indemnity and Hold Harmless. To the fullest extent allowed by law, with the exception that this section shall in no event be construed to require indemnification by AGENCY OR CITY to a greater extent than permitted under the public policy of the State of California, each party agrees to indemnify, save, hold harmless, and defend the other party, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting from the performance, or failure to perform, by, either party, or their respective officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of either party, or their respective officers, agents, or employees, under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The acceptance of the insurance certificates required under this Agreement does not relieve either party of its obligations under this section.

The indemnification and defense obligations of this section shall survive the termination of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

8. NOTICES:

Any written notice to be given to the Parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: City of Stockton
 Stockton Fire Department
 425 North El Dorado Street
 Stockton CA 95202-1997

To AGENCY: City of Lodi
 Lodi Fire Department
 25 E Pine Street
 Lodi, CA 95240

9. INSURANCE:

AGENCY and CITY shall each secure and maintain at its own expense, during the life of this Agreement, Workers' Compensation, general liability, and other insurance coverage in the form and amounts set forth in the attached Exhibit A, which is incorporated herein by reference.

10. ATTORNEY'S FEES

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

11. APPLICABLE LAW:

This agreement shall be governed by the laws of the State of California.

12. SEVERABILITY:

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

13. CAPTIONS:

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

14. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between CITY and AGENCY and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended only by written instrument signed by CITY and AGENCY.

15. AUTHORITY:

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

///

///

///

16. EFFECTIVE DATE OF SERVICE:

Dispatching Service shall become effective on _____.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

ATTEST:

CITY OF STOCKTON, a
municipal corporation

BY _____
Bonnie Paige
City Clerk

BY _____
Kurt Wilson
City Manager

APPROVED AS TO FORM

“AGENCY”

JOHN LUEBBERKE
CITY ATTORNEY

CITY OF LODI

BY _____

BY _____
Stephen Schwabauer
City Manager

APPROVED AS TO FORM

JANICE D. MAGDICH
CITY ATTORNEY

BY _____


ATTACHMENT A

INSURANCE REQUIREMENTS

AGENCY and CITY shall procure and maintain for the duration of the agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the obligations there under by either party or its agents, officers, representatives or employees.

Minimum Limits of Insurance

AGENCY and CITY shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by State law.

Deductibles and Self-Insured Retention

CITY has a self-insured retention of \$1,000,000 and AGENCY has a self-insured retention of \$500,000. CITY and AGENCY acknowledge that both are members of and insured in excess of their self-insured retentions by the California Joint Powers Risk Management Authority (CJPRMA).

Other Insurance Provisions

Each party will provide proof of insurance coverage through CJPRMA.



San Joaquin County

Emergency Medical Services Agency



<http://www.sjgov.org/ems>

October 8, 2014

Larry Rooney, Fire Chief
Lodi City Fire Department
25 E. Pine Street
Lodi, CA 95240

Janice D. Magdich
City Attorney City of Lodi
PO Box 3006
Lodi CA 95241-1910

Mailing Address
PO Box 220
French Camp, CA 95231

Health Care Services Complex
Benton Hall
500 W. Hospital Rd.
French Camp, CA 95231

Phone Number
(209) 468-6818

Fax Number
(209) 468-6725

Re: EMS and Fire Dispatch

Dear Chief Rooney and Ms. Magdich,

The EMS Agency is aware and has been kept informed of the Lodi Fire Department's proposal to move fire service dispatching from the Lodi Police Department to the Stockton Fire Department's Emergency Communication Center (SFDECC) effective January 1, 2015. This week the City of Lodi sought assurances from the County that the EMS Agency would not object to the City's proposal to return fire service dispatch to the SFDECC.

The settlement agreement between the City of Lodi and the County of San Joaquin dated February 22, 2008, specifies the following pertinent points: 1) the City "shall cease using SFD dispatch center for emergency medical dispatch"; 2) the City "shall use minimal call screening procedures which do not delay the transfer of calls for Emergency Medical Services to the County EMD center, and shall be responsible for dispatching Lodi Fire Department personnel and equipment in accordance with County EMS Agency policies and procedures"; and 3) the City "agree[s] to abide by current and future EMS Agency policies and procedures such that the ability of the Agency to exercise Medical Control for 9-1-1 screening, 9-1-1 EMD call transfers, emergency medical first response dispatch and other [Agency] and State requirements is not impaired."

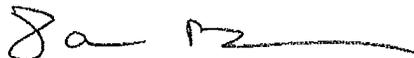
The EMS Agency does not object to the City's proposal to move fire service dispatch to SFDECC based on the understanding that City of Lodi shall abide by the requirements of the settlement agreement. However, please note that pursuant to the settlement agreement, the City shall transfer all 9-1-1 and other requests for ambulance or medical assistance received at the City's public safety answering point (PSAP) to the County's designated EMD center without delay in accordance with EMS Agency policies and procedures. Further, the City is prohibited by the settlement agreement from transferring ambulance and medical requests to SFDECC. Instead, the SFDECC will be notified of medical emergencies requiring the

City of Lodi – Fire Dispatch
October 8, 2014
Page 2 of 2

response of the Lodi Fire Department by the County's designated EMD center in accordance with EMS Agency policies and procedures.

Please contact if you have any questions or if I can be of any further assistance.

Sincerely,



Dan Burch
EMS Administrator

cc: Steve Moore, Sheriff - Coroner
Cindy Copulos, San Joaquin County 911 Coordinator
Jeff Piechura, Fire Chief, City of Stockton

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRE
AND EMERGENCY MEDICAL DISPATCHING SERVICES
AGREEMENT WITH THE CITY OF STOCKTON

=====

WHEREAS, in 2009, the City of Lodi discontinued its contract with the City of Stockton for dispatch services, and the Lodi Police Department has provided Fire and EMS dispatch services since FY 2009-10; and

WHEREAS, in 2013, the City of Stockton hired an independent contractor to develop operations and financial efficiencies through partnerships and regionalization efforts; and

WHEREAS, in an effort to regionalize San Joaquin County Fire and EMS dispatch services, the City of Stockton began discussions on a regional Joint Powers Authority. In August 2014, the Lodi Fire Chief contacted Stockton Fire to request formal contract discussions for the provision of dispatch services from the City of Stockton; and

WHEREAS, City of Lodi will compensate the City of Stockton for dispatch services at a rate calculated annually for a phased-in approach beginning January 1, 2015; and

WHEREAS, the estimated FY2014-15 cost for the emergency dispatch services is \$35.74 per call, and beginning July 1, 2015, rates will increase to \$45.74 per incident; and

WHEREAS, effective July 1, 2016, the rates per call will be based on Stockton Fire Department's Emergency Communications Division's current fiscal year budget divided by the total number of dispatch calls in the prior calendar year.

WHEREAS, staff recommends that the City Council authorize the City Manager to enter into Fire and Emergency Medical Dispatching Agreement with City of Stockton, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Fire and Emergency Medical Dispatching Agreement with City of Stockton attached hereto as Exhibit A.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 15, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Elimination of Two Vacant and Funded Dispatcher/Jailer Positions in the Police Department

MEETING DATE: October 15, 2014

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the elimination of two vacant and funded Dispatcher/Jailer positions in the Police Department.

BACKGROUND INFORMATION: The Police Department Dispatch Division provides dispatching services for fire and emergency medical services for the Fire Department. Under a separate item on this agenda, the Fire Chief requested to enter into an agreement with the City of Stockton to provide fire related dispatch services. Upon approval of the contract and commencement of fire dispatch services through the City of Stockton, the volume of fire calls that the City of Lodi Dispatcher/Jailers will be providing will diminish. The Police Department has conducted an analysis to determine its staffing requirements based on the projected reduction in fire and emergency medical calls and proposes to eliminate two vacant and funded Dispatcher/Jailer positions at this time. Staff has discussed the impact of the proposed contract with the Lodi Police Dispatchers association and they support the contracting of the fire dispatching services.

The savings resulting from the elimination of these two positions will pay for the contract with the City of Stockton.

Staff requests Council approve the elimination of two vacant and funded Dispatcher/Jailer positions based on the approval of a contract for fire dispatcher services within the City of Stockton.

FISCAL IMPACT: Estimated salary and benefit savings in FY 2014/15 of \$105,000

FUNDING AVAILABLE: Cost savings will offset the cost of agreement with City of Stockton

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ELIMINATING TWO VACANT AND FUNDED
DISPATCHER/JAILER POSITIONS WITHIN THE POLICE
DEPARTMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the elimination of two vacant and funded Dispatcher/Jailer positions within the Lodi Police Department.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 15, 2014 by the following vote:

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

JENNIFER M. ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Classification and Salary Range for the Positions of Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor and Approving the Reclassification of Two Electrical Drafting Technicians to Electrical Engineering Technicians and One Senior Electrical Technician to Substation/Metering Supervisor

MEETING DATE: October 15, 2014

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the classification and salary range for the positions of Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor and approving the reclassification of two Electrical Drafting Technicians to Electrical Engineering Technicians and One Senior Electrical Technician to Substation/Metering Supervisor.

BACKGROUND INFORMATION: The Electric Utility department continues to analyze its operations in order to streamline processes and improve efficiencies. As a result of this analysis, EU wishes to create three new positions, Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor and to reclassify three employees within EU into the newly created positions. There will be no overall increase to the number of allocated EU positions.

Electrical Engineering Technician/Senior Electrical Engineering Technician: The Electrical Engineering Technician and the Senior Electrical Engineering Technician positions will perform technical engineering duties including estimating, planning and designing new electrical service installations and modifications to existing services; to forecast load for existing and future circuits; and to serve as project planner, reviewing applications and meeting with developers, land owners and other City departments. The Senior Electrical Engineering Technician is the journey level position and will perform the more complex and difficult work and will provide training and assistance to lower level positions.

Substation/Metering Supervisor: The Substation/Metering Supervisor will provide supervision and day-to-day direction to Substation and Metering staff.

Staff requests Council approve the classifications and set the salary ranges for these positions and approve the reclassification of current staff into these newly created positions effective October 27, 2014. In addition, staff requests that Council approve the funding for these newly created positions and to unfund two Electrical Drafting Technician positions and one Distribution Planner position.

After consulting with International Brotherhood of Electrical Workers (IBEW) they have raised no objections to these new positions. Staff recommends the Electrical Engineering Technician salary range be \$69,276.12 to \$84,205.56, the Senior Electrical Engineering Technician salary range be \$76,203.72 to \$92,626.20, and the Substation/Metering Supervisor salary range be \$94,581.72 to \$114,942.84. The positions will be part of the IBEW bargaining unit.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The additional costs have already been included in the budget for FY 2014/15.

FUNDING AVAILABLE: Included in appropriations in the Electric Utility budget for FY 2014/15.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE JOB DESCRIPTIONS AND SALARY RANGES FOR THE POSITIONS OF ELECTRICAL ENGINEERING TECHNICIAN, SENIOR ELECTRICAL ENGINEERING TECHNICIAN, AND SUBSTATION/METERING SUPERVISOR; AND APPROVING THE RECLASSIFICATION OF TWO ELECTRICAL DRAFTING TECHNICIANS TO ELECTRICAL ENGINEERING TECHNICIANS AND ONE SENIOR ELECTRICAL TECHNICIAN TO SUBSTATION/METERING SUPERVISOR

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the job descriptions for the positions of Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor as attached hereto marked Exhibit A, B, and C respectively; and

BE IT FURTHER RESOLVED that the salary ranges for Electrical Engineering Technician, Senior Electrical Engineering Technician, and Substation/Metering Supervisor are hereby approved and shall be as follows:

ELECTRICAL ENGINEERING TECHNICIAN				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$5,773.01	\$6,061.66	\$6,364.74	\$6,682.98	\$7,017.13

SENIOR ELECTRICAL ENGINEERING TECHNICIAN				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$6,350.31	\$6,667.83	\$7,001.22	\$7,351.28	\$7,718.85

SUBSTATION/METERING SUPERVISOR				
<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$7,881.81	\$8,274.24	\$8,688.33	\$9,123.75	\$9,578.57

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the reclassification of two Electrical Drafting Technicians to Electrical Engineering Technicians, and one Senior Electrical Technician to Substation/Metering Supervisor, and shall be effective October 27, 2014.

Dated: October 15, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 15, 2014 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

2014-_____

ELECTRICAL ENGINEERING TECHNICIAN

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

DEFINITION

Under general direction performs technical engineering office and field work involving laying out plans for construction and maintenance of electrical facilities, preparing cost estimates, obtaining easements and rights-of-way and performs related work, as required.

DISTINGUISHING CHARACTERISTICS

This position is distinguished from that of the higher level position of Senior Electrical Engineering Technician in that it performs the less complex phases of cost estimating and construction planning.

SUPERVISION EXERCISED AND RECEIVED

This position is expected to work independently with direct supervision from higher level classifications, such as Senior Power Engineer, Electrical Engineer and/or Senior Electrical Engineering Technician. May coordinate field work with the Electric Utility Superintendent, Construction/Maintenance Supervisor and line crews, as required.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Prepares detailed plans of construction, maintenance or removal of electric utility infrastructure for the more simplistic electric utility work orders, including detailed sketches and instructions following City of Lodi construction standards;

Determines proper cable and wire sizes, transformer sizes and combinations for given loads on the distribution system;

Lists material required and determines cost of installing material;

Identifies salvage material from demolition work and coordinates proper treatment/handling of this material;

Compiles data as to the necessity for the proposed work and estimated revenue derived from the project;

Obtains easements and rights-of-way, as required;

Determines proper service point locations;

Communicates, in writing, with the contractor and/or developer regarding construction responsibilities and costs;

May assist in the design of street lighting systems;

Performs field inspection for compliance with Electric Utility construction standards and electric service requirements;

Maintains appropriate records of electric system facilities, including updating CAD/GIS data and drawings to reflect as built condition when work is completed, and

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:

Methods, materials and equipment used in construction and maintenance of electric utility infrastructure for the more simplistic electric utility work orders;

Pertinent laws, codes and safety orders (e.g. G.O. 95 and 128);

Principles of electric theory as applied to circuits, wiring systems, and electrical distribution systems;

Principles of cost estimating;

Mathematics commonly used in electrical systems' calculations including algebra, geometry and trigonometry;

Safety practices, clearances and regulations; and

Drafting techniques, tools and instruments, including geographical information systems, computer-aided design, and various forms of related technology.

Ability to:

Plan, design and estimate costs of electric utility distribution construction and maintenance projects, including project management;

Inspect construction work in progress for conformance with all pertinent regulations;

Maintain accurate records and prepare reports;

Perform mathematical calculations commonly used in electrical estimating;

Draw neatly in pencil;

Follow written and oral instructions;

Interpret laws, rules and regulations;

Negotiate easements and right-of-way;

Communicate clearly in writing; and

Establish and maintain cooperative working relationship with other employees and the public.

EDUCATION AND EXPERIENCE

Any combination of experience and education that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Experience:

A minimum of three years of relevant design experience in the electric utility distribution field which includes computer-aided design experience.

Education:

Successful completion of college coursework, equivalent to one year, from an accredited college, university or post-secondary institution with a course of study concentrated in math and science, including computer-aided design.

LICENSES AND CERTIFICATES

Possession of a valid class C driver's license issued from the California Department of Motor Vehicles.

WORKING CONDITIONS

Work is generally performed in an office setting with frequent interruptions, multiple deadlines, and peak workload periods. Position may require working with the public and attendance at night and/or weekend meetings, and driving a motor vehicle. May be exposed to safety hazards including, fumes or odors, dust or gases, chemicals, toxic materials, oil, and a variety of mechanical machinery.

PHYSICAL DEMANDS

Essential functions may require maintaining physical condition necessary to see well enough to read, write and make observations; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb ladder; operate assigned equipment and vehicles; operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; and intermittently sit while working and operating vehicles and/or equipment. On occasion will be required to open and view electrical equipment. Stamina to work additional hours to meet deadlines. May be required to work nights or weekends for emergency work.

*FLSA Status: NON-EXEMPT

SENIOR ELECTRICAL ENGINEERING TECHNICIAN

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

DEFINITION

Under general direction performs technical engineering office and field work involving laying out plans for construction and maintenance of electrical facilities, preparing cost estimates, obtaining easements and rights-of-way and performs related work, as required.

DISTINGUISHING CHARACTERISTICS

This is an advanced journey level position distinguished from that of the next lower position of Electrical Engineering Technician in that it performs the more complex phases of cost estimating and construction planning, such as residential subdivisions and three phase non-residential electric services.

SUPERVISION EXERCISED AND RECEIVED

This position is expected to work independently with limited direct supervision and to provide training and assistance to lower level positions. Receives general supervision from the next higher level classification, such as Senior Power Engineer and/or Electrical Engineer. May coordinate field work with the Electric Utility Superintendent, Construction/Maintenance Supervisor and line crews, as required.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Prepares detailed plans of construction, maintenance or removal of electric utility infrastructure, such as line extensions, underground residential/commercial developments, underground main feeder systems and transformer, capacitor, switching equipment installations or replacement for residential subdivisions and three phase non-residential electric services;

Prepares detailed sketches of the work to be performed including special instructions for installing materials and location of poles, anchors, guys, conduit systems, vaults, service boxes, transformers, etc., using sound judgment when deviation from City of Lodi construction standards may be required;

Determines proper conduit, cable and wire sizes, transformer sizes and configurations for given loads on the distribution system;

Prepares plans for the Electric Utility's distribution system;

Lists material required and determines cost of installing material;

Identifies salvage material from demolition work and coordinates proper treatment/handling of this material;

Compiles data as to the necessity for the proposed work and estimated revenue derived from the project;

Coordinates layout of subdivisions with other utilities;

Obtains easements and rights-of-way, as required;

Determines proper service point locations;

Communicates, in writing, with the contractor and/or developer regarding construction responsibilities and costs;

Designs street lighting systems and prepares construction drawings;

Assists in development of material and construction standards;

Performs field inspection for compliance with Electric Utility construction standards and electric service requirements;

Maintains appropriate records of electric system facilities, including updating CAD/GIS data and drawings to reflect as built condition when work is completed; and

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:

Methods, materials and equipment used in construction and maintenance of overhead and underground electric distribution and transmission lines;

Pertinent laws, codes and safety orders (e.g. G.O. 95 and 128);

Principles of electric theory as applied to circuits, wiring systems, and electrical distribution systems;

Principles of cost estimating;

Mathematics commonly used in electrical systems' calculations including algebra, geometry and trigonometry;

Safety practices, clearances and regulations; and

Drafting techniques, tools and instruments, including geographical information systems, computer-aided design, and various forms of related technology.

Ability to:

Plan, design and estimate costs for the Electric Utility's distribution system, including project management;

Inspect customer construction work in progress for conformance with all pertinent regulations;

Maintain accurate records and prepare reports;

Perform mathematical calculations commonly used in electrical estimating;

Work independently on assigned projects and work;

Draw neatly in pencil;

Follow written and oral instructions;

Interpret laws, rules and regulations;

Negotiate easements and right-of-way;

Communicate clearly in writing;

Establish and maintain cooperative working relationship with other employees and the public.

EDUCATION AND EXPERIENCE

Any combination of experience and education that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Experience:

A minimum of five years of relevant design experience in the electric utility distribution field which includes computer-aided design experience.

Education:

Possession of an Associate's Degree or equivalent from an accredited college, university or post-secondary institution with a course of study concentrated in math and science, including computer-aided design.

LICENSES AND CERTIFICATES

Possession of a valid class C driver's license issued from the California Department of Motor Vehicles.

WORKING CONDITIONS

Work is generally performed in an office setting with frequent interruptions, multiple deadlines, and peak workload periods. Position may require working with the public and attendance at night and/or weekend meetings, and driving a motor vehicle. May be exposed to safety hazards including, fumes or odors, dust or gases, chemicals, toxic materials, oil, and a variety of mechanical machinery.

PHYSICAL DEMANDS

Essential functions may require maintaining physical condition necessary to see well enough to read, write and make observations; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb ladder; operate assigned equipment and vehicles; operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; and intermittently sit while working and operating vehicles and/or equipment. On occasion will be required to open and view electrical equipment. Stamina to work additional hours to meet deadlines. May be required to work nights or weekends for emergency work.

*FLSA Status: NON-EXEMPT

SUBSTATION/METERING SUPERVISOR

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

DEFINITION

Under general direction, assigns and supervises the activities of the Substation and Metering Sections of the Electric Utility. Performs a variety of professional office and field work relating to construction and maintenance of electric utility systems, substations, communication network, metering and control systems. Provides supervisory direction and technical assistance and training to assigned staff, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This position is an advanced journey level working supervisor directly responsible for the activities of the Substation and Metering Sections. The incumbent must possess a thorough technical and working knowledge of power substations, electric systems, protection systems, reliability compliance, communications, metering and control systems, their components, devices and functions including computer and computer-based SCADA, digital fault recorder, modem, telemetry, intelligent electronic devices (IED), fiber optics, remote terminal units, programmable logic controllers, multiplexers, digital substation technology, microprocessor-based test and process control equipment, system hardware, software and network components, network protocols and integration, single-phase and multi-phase configuration.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from higher level personnel. Exercises supervision over assigned personnel.

EXAMPLES OF DUTIES

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

Develops and maintains preventive maintenance and regulatory required programs and records; recommends safety procedures, training and guidelines; acquires necessary protective gear, tools and devices to enhance personnel and equipment safety; performs pre- and post-inspections of electrical construction and maintenance tasks;

Specifies special materials and equipment needed for all phases of substation and metering work within the city;

Participates in the design and work order processes of electrical systems for power substations and municipal facilities;

Prepares and administers the budget for assigned sections;

Implements the hazardous materials handling, recordkeeping and coordination internally and with governing agencies;

Provides day-to-day direction, training and evaluation of assigned staff, prepares performance evaluations and other personnel related documents as needed;

Performs the duties of subordinate staff, as needed; and

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:

Methods, materials, and tools used in construction, maintenance and repair of power substations, transformers, circuit breakers, surge arresters, battery systems, capacitor banks & associated controls, generator & appurtenances, protective relays and devices, SCADA systems, motor controllers, process control and instrumentation devices, metering, security & alarm systems and solid state and micro-processor systems;

Instrumentation, specialized testing equipment and precision tools;

Power equipment diagnostic testing and interpretation of test results;

Effective grounding system, ground potential rise, synchronizing systems, load shedding & reclosing control systems, phase shifters, different HV/MV bus configurations, parallel system operations, power quality analysis, instrument transformers, three-phase & single-phase power systems;

Electrical and environmental codes, laws, and safety rules associated with power substation and other high and medium voltage work;

Reliability standards applicable to distribution substation equipment;

Principles of supervision, training, and performance evaluation;

Safe work practices and procedures; and

Record keeping and reporting procedures.

Ability to:

Plan, organize and supervise the day-to-day activities of the Substation and Metering Sections;

Work independently;

Supervise, train and evaluate subordinates;

Maintain work and operational records and prepare technical reports;

Use tools, equipment, and software employed in the course of work in the Substations and the office;

Prepare clear, concise and complete technical documents, reports and correspondence;

Communicate clearly and concisely; and

Work safely in an energized environment.

EDUCATION AND EXPERIENCE

Any combination equivalent to education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:

Equivalent to completion of high school.

Experience:

Attainment of journey level status through apprentice training as an Apprentice Electrician (usually 48 month's experience), and, three (3) years of experience as a journey level Substation Technician or Electrician status which includes the construction, maintenance, troubleshooting and repair of high voltage electric utility power substations, two (2) years of which were in a lead capacity.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain a valid Class A Driver's License issued from the California Department of Motor Vehicles within 12 months of employment. Hazardous materials certification may be required.

WORKING CONDITIONS

Work is generally performed in an office setting with frequent interruptions, multiple deadlines, and peak workload periods. Position may require working with the public and attendance at night and/or weekend meetings, and driving a motor vehicle. May be exposed to safety hazards including, fumes or odors, dust or gases, chemicals, toxic materials, oil, and a variety of mechanical machinery.

PHYSICAL DEMANDS

Essential functions may require maintaining physical condition necessary to see well enough to read, write and make observations; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb ladder; operate assigned equipment and vehicles; operate office

equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; and intermittently sit while working and operating vehicles and/or equipment. On occasion will be required to open and view electrical equipment. Stamina to work additional hours to meet deadlines. May be required to work nights or weekends for emergency work.

FLSA Status: Non-Exempt



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Approving the Reclassification of Two Accounting Clerks to the Position of Finance Technician

MEETING DATE: October 15, 2014

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving reclassification of two Accounting Clerks to the position of Finance Technician.

BACKGROUND INFORMATION: The Human Resources Department received a request to conduct a classification study for two Accounting Clerks in the Internal Services Department. As such, Human Resources conducted a classification study and recommends both employees be reclassified to the position of Finance Technician.

This Communication requests Council approve the reclassification of two Accounting Clerks to the classification of Finance Technician, retroactive to August 4, 2014. This request was made because the incumbent Accounting Clerks believe they are performing work that is beyond their current classification. The incumbents currently serve as Accounting Clerks and the study found they were performing principle duties that are listed in the Finance Technician job specification, and are above that of an Accounting Clerk. A few examples of these duties are: processing checks, journal entries, auditing purchase orders, quarterly and year-end reporting, act in the capacity of subject matter expert for Munis software implementation and providing assistance to the auditors. The Accounting Clerks assumed these higher level duties following the retirement of the Accountant in June 2011.

The Finance Technician salary range is \$3,429.72 to \$4,168.85, which is 21 percent above the current salary range for the Accounting Clerk. The General Services unit has approved the request to reclass both Accounting Clerks to Finance Technicians, retroactive to August 4, 2014.

The approximate increase for Fiscal Year 2014/15 is \$9,002.

FISCAL IMPACT: The fiscal impact in FY 2014/15 would be approximately \$9,002, including benefits.

FUNDING AVAILABLE: Funding available from the department's operating budget.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
RECLASSIFYING TWO ACCOUNTING CLERK POSITIONS TO
FINANCE TECHNICIANS WITHIN THE FINANCIAL SERVICES
DIVISION OF THE INTERNAL SERVICES DEPARTMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve reclassification of two Accounting Clerk positions to Finance Technicians within the Financial Services Division of the Internal Services Department, retroactive to August 4, 2014.

Dated: October 15, 2014

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I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 15, 2014 by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Ordinance No. 1898 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 8 – Health and Safety – by Adding Chapter 8.30, 'Regulation of Marijuana Cultivation,' Within the City of Lodi"

MEETING DATE: October 15, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1898.

BACKGROUND INFORMATION: Ordinance No. 1898 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 8 – Health and Safety – by Adding Chapter 8.30, 'Regulation of Marijuana Cultivation,' Within the City of Lodi," was introduced at the regular City Council meeting of October 1, 2014.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/pmf
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. 1898

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 8 – HEALTH AND SAFETY – BY
ADDING CHAPTER 8.30, “REGULATION OF MARIJUANA
CULTIVATION,” WITHIN THE CITY OF LODI

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WHEREAS, in 1996, the voters of the State of California approved Proposition 215, which was codified as Health and Safety Code Section 11362.5, *et seq.* and entitled the Compassionate Use Act of 1996 (“CUA”); and

WHEREAS, the intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to obtain and use it under limited, specified circumstances; and

WHEREAS, on January 1, 2004, Senate Bill 420 (Medical Marijuana Program Act (“MMP”)) became effective to clarify the scope of the Act and to allow cities and counties to adopt and enforce rules and regulations consistent with SB 420 and the Act; and

WHEREAS, Health and Safety Code Section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with SB 420; and

WHEREAS, under the Federal Controlled Substances Act (21 U.S.C. §801 *et seq.*), marijuana is classified as a Schedule 1 drug, meaning it has no accepted medical use. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, transport, or possess with the intent to manufacture, distribute or dispense, marijuana; and

WHEREAS, Government Code Sections 65850(a) and 65850(c)(4), provide the authority of the City of Lodi to regulate by ordinance the uses of land and the intensity of land use; and

WHEREAS, the City of Lodi Police Department and residents of the City of Lodi have reported adverse impacts from the outdoor cultivation of medical marijuana within the City of Lodi, including offensive odors detectable beyond the property boundaries, increased risk of trespassing, violent crime, burglary, and theft; and

WHEREAS, the strong odor of marijuana plants, which increases in intensity as the plants mature, is highly offensive to many individuals and creates an attractive nuisance, alerting people to the presence and location of marijuana plants, creating an increased risk of burglary, robbery or armed robbery because of the monetary value of the plants; and

WHEREAS, the presence of marijuana plants is an attractive nuisance to minors, creating a potential hazard in areas frequented by minors, such as schools, parks, recreation centers, and similar facilities; and

WHEREAS, it is the intention of the City Council of the City of Lodi that nothing in this Ordinance be deemed to conflict with the federal Controlled Substances Act (21

U.S.C. §841), by permitting or otherwise allowing any activity which is prohibited under the Act; and

WHEREAS, the City Council of the City of Lodi is aware that the cultivation and possession of marijuana for medical purposes by Qualified Patients and Primary Caregivers, as defined under California law (Health & Safety Code, §§11362.7(f) and 11362.7(d), respectively), is permitted under state law in limited, specified circumstances, it is the intention of the Council that nothing in this Ordinance be construed, in any way, to expand the rights of anyone to cultivate, possess or use marijuana under state law, engage in any public nuisance, violate the federal Controlled Substance Act, or engage in any activity regarding the cultivation, distribution, use or consumption of marijuana that is otherwise prohibited by law; and

WHEREAS, it is the purpose and intent of this Ordinance to ensure that marijuana grown for medical purposes remains secure and does not find its way to persons other than Qualified Patients or Primary Caregivers, or illicit markets; and

WHEREAS, it is the purpose and intent of this Ordinance to assist law enforcement personnel to perform their duties effectively and in accordance with California law; and

WHEREAS, this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Government Code Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated General Plan adoption and zoning ordinance review; and

WHEREAS, for the protection of the public's health, safety, and general welfare, the City Council on November 7, 2012, adopted Ordinance No. 1867, an Uncodified Interim Urgency Ordinance of the City Council of the City of Lodi, making findings and imposing a forty-five (45) day moratorium on 1) the outdoor cultivation of medical marijuana within the City of Lodi and 2) the indoor cultivation of medical marijuana that creates a public nuisance; and

WHEREAS, for the continued protection of the public's health, safety, and general welfare, the City Council on December 19, 2012, adopted Ordinance No. 1868 entitled an Uncodified Interim Urgency Ordinance of the City Council of the City of Lodi, making findings and imposing an additional moratorium of ten (10) months and fifteen (15) days, as permitted by Government Code Section 65858, to maintain the current status quo and to provide time for the City to study the issue further; and

WHEREAS, for the continued protection of the public's health, safety, and general welfare, the City Council on November 6, 2013, adopted Ordinance No. 1885 entitled an Uncodified Interim Urgency Ordinance of the City Council of the City of Lodi, making findings and imposing an additional moratorium of one year, as permitted by Government Code Section 65858, to maintain the current status quo and to provide time for the City to meet with members of the public, and to study and analyze the complicated legal and practical issues involved in regulating the cultivation of marijuana

for medical use, including a review of the City's General Plan and zoning ordinances, and to make recommendations for consideration by the City Council; and

WHEREAS, the City Council finds that the cultivation of marijuana within the City limits can adversely affect the health, safety, and well-being of the City and its residents; and

WHEREAS, for the protection of the public's health, safety, and general welfare other California jurisdictions have adopted regulations prohibiting the outdoor cultivation of marijuana and/or regulations for indoor cultivation for medicinal use; and

WHEREAS, this ordinance does not prohibit the cultivation of medical marijuana by Qualified Patients or Primary Caregivers; but merely regulates and restricts locations of where medical marijuana can be grown and the court in the case of *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, held that neither the CUP or the MMP create a constitutional right to cultivate and possess marijuana and therefore cities may prohibit cultivation of marijuana within their jurisdictions.

NOW, THEREFORE, BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 8.30, "Marijuana Cultivation," is hereby enacted to read as follows:

CHAPTER 8.30

Marijuana Cultivation

8.30.010 Purpose and Intent.

It is the purpose and intent of this Chapter to regulate the cultivation of marijuana in a manner that protects the health, safety, and welfare of the community. Without regulation, the planting of marijuana will occur without the city's ability to control the negative effects to the health, safety and welfare of the citizens of Lodi. These negative effects include, but are not limited to, offensive odors and an increased risk of crime such as trespass, burglary and acts of violence in connection with the commission of such crimes or the attempts of citizens to prevent such crimes because of the presence of valuable marijuana plants.

This Chapter is not intended to interfere with a Qualified Patient's access to medical marijuana, as provided for in California Health & Safety Code Section 11363. Further, this Chapter is not intended to give any person independent legal authority to cultivate marijuana; it is intended simply to impose restrictions on the cultivation of marijuana within city limits when cultivation is authorized by California state law for medical purposes. No part of this Chapter shall be deemed to be in conflict with federal law under the Controlled Substances Act (21 U.S.C. §801 et seq.) nor to permit any activity that is otherwise prohibited under the Act or any other local, state or federal law, statute, rule, or regulation; including the cultivation, possession, or use of marijuana for non-medical purposes in violation of state or federal law.

8.30.020 Definitions.

- A. "Cultivation" means the planting, growing, harvesting, drying or processing of any marijuana plants or any part thereof.
- B. "Medical marijuana" means marijuana authorized in strict compliance with Health and Safety Code Sections 11362.5, et seq.
- C. "Indoor" means inside a residential structure (as defined below).
- D. "Outdoor" means any location within the city limits that is not a residential structure (as defined below).
- E. "Primary Caregiver" has the meaning set forth in Health and Safety Code Section 11362.7.
- F. "Qualified Patient" has the meaning set forth in Health and Safety Code Section 11362.7.
- G. "Residential Structure" means a group of rooms (including legal and functioning sleeping, eating, cooking and sanitation facilities, but not more than one kitchen) which constitutes an independent housekeeping unit, occupied or intended for occupancy by one household, located within a residential zoning district (as defined in this Code), the primary use of which is as an occupied residence. Residential Structure includes an attached or detached garage in compliance with applicable building codes.

8.30.030 Outdoor Cultivation.

No person owning, renting, leasing, occupying or having charge, possession, or control of any property within the City limits shall cause or allow such property to be used for the outdoor cultivation of any marijuana plant(s) for any purpose.

8.30.040 Indoor Cultivation.

Indoor cultivation of medical marijuana is prohibited in all zoning districts of the city, except for residential zones. Cultivation of medical marijuana by a Qualified Patient or Qualified Caregiver may only occur within a residential structure. No person owning, renting, leasing, occupying or having charge, possession, or control of any residential structure within the City shall cause or allow indoor cultivation of any marijuana to be visible from any street, sidewalk, or other place freely accessible by the public or to allow the odor of marijuana to permeate beyond the boundaries of the parcel or property where the indoor cultivation is occurring. Nothing in this Chapter shall be deemed to allow indoor cultivation by a Qualified Patient or Primary Caregiver for any use other than medicinal pursuant to Health & Safety Code Sections 11362.5 et seq.

The indoor cultivation of medical marijuana is prohibited as a home occupation.

8.30.050 Nuisance.

Any violations of this Ordinance shall be considered and declared to be a public nuisance and may be summarily abated by the City of Lodi pursuant to Civil Code Section 731.

8.30.60 Penalties.

- A. Nothing in this Ordinance shall be deemed to prevent the city from instituting any appropriate legal procedures to abate, correct, enjoin or restrain any violation of this section, including civil or criminal proceedings.
- B. In any civil action for injunctive relief brought pursuant to Lodi Municipal Code Chapter 1.10, a court of competent jurisdiction may award reasonable attorney's fees and costs to the prevailing party.
- C. Any person violating this ordinance shall be guilty of a misdemeanor and may be subject to the penalties set forth in Lodi Municipal Code Chapter 1.08.
- D. Each day a person is in violation of this chapter shall be considered a separate violation.
- E. The remedies and relief provided in this section shall be cumulative and in addition to any and all other remedies available to the city under this code and state law.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of Lodi hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

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: CEQA. This Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Government Code Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), Section 15060(c)(3) (the activity is not a project as defined in Section 15378), and Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for causing a significant effect to the environment.

Section 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. Effective Date. This Ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect on November 15, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this 15th day of October, 2014

PHIL KATZAKIAN
Mayor

ATTEST:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1898 was introduced at a regular meeting of the City Council of the City of Lodi on October 1, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held October 15, 2014 by the following vote:

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

I further certify that Ordinance No. 1898 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON
City Clerk

Approved to Form:

JANICE D. MAGDICH
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1899 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 15.20, ‘Fire Code’ by Adding Section 15.20.275, ‘Electronic Records’”

MEETING DATE: October 15, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1899.

BACKGROUND INFORMATION: Ordinance No. 1899 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 15.20, ‘Fire Code’ by Adding Section 15.20.275, ‘Electronic Records,’ was introduced at the regular City Council meeting of October 1, 2014.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/pmf

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. 1899

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 15.20, "FIRE CODE" BY
ADDING SECTION 15.20.275, "ELECTRONIC RECORDS"

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NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Pursuant to an amendment to Section 901.6.2 of the California Fire Code and Title 19 of the California Code of Regulations, Lodi Municipal Code Section 15.20.275, "Electronic Records," is hereby added and shall read as follows:

Records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the Authority Having Jurisdiction electronically using the records management system approved by the Authority Having Jurisdiction.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

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

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 15th day of October, 2014

PHIL KATZAKIAN
Mayor

Attest:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1899 was introduced at a regular meeting of the City Council of the City of Lodi held October 1, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held October 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1899 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON
City Clerk

Approved as to Form:
Lodi City Attorney's Office

By: _____
JANICE D. MAGDICH
City Attorney