



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: October 16, 2013

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

For information regarding this Agenda please contact:

Randi Johl-Olson, City Clerk

Telephone: (209) 333-6702

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6
- b) Prospective Sale of Current Fire Station 2 Property Located at 705 East Lodi Avenue, Lodi, CA; the Negotiating Parties are Wayne Craig for J-C General Engineering, Inc.; and Michael Gums on Behalf of the Lloyd P. & Mildred J. Gums Family Trust, and Rad Bartlam for the City of Lodi; Price and Terms of the Sale are Under Negotiation; Government Code §54956.8
- c) Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Subdivision (b) of Section 54956.9; One Case; Pursuant to Government Code §54956.9(b)(3)(A) Facts, Due to Not Being Known to Potential Plaintiffs, Shall Not be Disclosed

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Firefighter Muscular Dystrophy Association "Fill the Boot" Fundraiser Proclamation (FD)
- B-2 Caregiver Day Proclamation (CLK)

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

- C-1 Receive Register of Claims in the Amount of \$965,783.23 (FIN)
- C-2 Approve Minutes (CLK)
 - a) October 1 and 8, 2013 (Shirtsleeve Sessions)
 - b) October 2, 2013 (Regular Meeting)

- Res. C-3 Adopt Resolution Authorizing the City Manager to Execute Purchase Order with Sole-Source Provider, Pape Machinery, of French Camp, for Repair of Damage to John Deere 210K Tractor (\$27,371) (PW)
- Res. C-4 Adopt Resolution Awarding Contract for Replacement of Raywood Ash Trees, Phase II, to West Coast Arborists, Inc., of Anaheim (\$25,350) (PW)
- Res. C-5 Adopt Resolution Awarding Contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane, to A. M. Stephens Construction Company, Inc., of Lodi (\$146,231.65) (PW)
- C-6 Accept Improvements Under Contract for DeBenedetti Park Maintenance Yard Enclosure (PW)
- C-7 Accept Improvements Under Contract for Hutchins Street Square Pool Refinishing Project (PW)
- C-8 Accept Improvements Under Contract for Americans with Disabilities Act Improvement Project – Phase 2, Lodi Softball Complex and Salas Park (PW)
- C-9 Accept Improvements Under Contract for 2013 Asphalt Rubber Cape Seal Project (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Three-Year Renewal Agreement with Environmental Systems Research Institute, Inc., of Redlands, for Geographic Information System Software (\$162,000) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional Services Agreement for Geographical Information System Consulting Services with Websoft Developers, Inc., of Davis (\$49,000) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute a Contract with Lodi Health for the Fire Department's Annual Physicals (FD)
- Res. C-13 Adopt Resolution Authorizing the Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant and Sobriety Checkpoint Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$182,300) (PD)
- Res. C-14 Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2012/13 (PW)
- Res. C-15 Adopt Resolution Regarding the Viability of Energy Storage for the City of Lodi (EU)
- Res. C-16 Adopt Resolutions Authorizing Converting Existing Contract Staff by: 1) Approving Job Specification, Salary Range, and Addition of One Electric Groundworker and 2) Authorizing Addition of One Electric Lineworker (EU)
- Res. C-17 Set Public Hearing for November 6, 2013, to Consider Adoption of the 2013 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (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

- Res. G-1 Public Hearing to Consider Resolution Approving Storm Drainage and Parks Impact Mitigation Fee Program Schedule of Fees (PW)
- Res. G-2 Public Hearing to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2014 (CD)

H. Communications

- H-1 Appointment to the Greater Lodi Area Youth Commission (Adult Advisor) (CLK)
- H-2 Post for Expiring Terms on the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, and San Joaquin County Mosquito & Vector Control District and Re-Post for Vacancy on Site Plan and Architectural Review Committee (CLK)

I. Regular Calendar – None

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1884 Entitled, "An Ordinance of the Lodi City Council Amending Lodi
(Adopt) Municipal Code Chapter 2.04 – City Council Meetings – by Repealing and Reenacting Sections 2.04.130, 'Addressing the Council,' and 2.04.150, 'Decorum,' in Their Entirety" (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.

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Firefighter Muscular Dystrophy Association "Fill the Boot" Fundraiser Proclamation

MEETING DATE: October 16, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi present proclamation setting Saturday, October 26, 2013, as the date for the Firefighter Muscular Dystrophy Association "Fill the Boot" fundraiser in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation setting Saturday, October 26, 2013, as the date for the Firefighter Muscular Dystrophy Association "Fill the Boot" fundraiser in the City of Lodi. A representative of the Lodi Fire Department will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl-Olson
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Caregiver Day Proclamation

MEETING DATE: October 16, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi to present proclamation proclaiming Saturday, November 2, 2013, as "Caregiver Day" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming Saturday, November 2, 2013, as "Caregiver Day" in the City of Lodi. A representative of the organization Healings in Motion will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through September 26, 2013 in the Total Amount of \$965,783.23.

MEETING DATE: October 16, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$965,783.23.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$965,783.23 Through 09/26/13. Also attached is Payroll in the amount of \$1,368,279.79.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

As of Thursday	Fund	Name	Amount
09/26/13	00100	General Fund	226,460.55
	00120	Vehicle Replacement Fund	9,150.08
	00160	Electric Utility Fund	62,632.52
	00164	Public Benefits Fund	41,416.01
	00170	Waste Water Utility Fund	66,865.99
	00180	Water Utility Fund	369,171.21
	00181	Water Utility-Capital Outlay	9,036.99
	00210	Library Fund	6,441.62
	00260	Internal Service/Equip Maint	25,627.76
	00270	Employee Benefits	33,934.61
	00300	General Liabilities	1,928.64
	00310	Worker's Comp Insurance	9,708.33
	00321	Gas Tax-2105,2106,2107	10,817.58
	00322	Gas Tax -2103	8,377.94
	00325	Measure K Funds	3,420.66
	00340	Comm Dev Special Rev Fund	2,283.86
	00347	Parks, Rec & Cultural Services	37,202.51
	00459	H U D	2,188.00
	01211	Capital Outlay/General Fund	11,090.11
	01250	Dial-a-Ride/Transportation	9,669.57
	01410	Expendable Trust	17,851.54

Sum			965,276.08
	00184	Water PCE-TCE-Settlements	126.00
	00190	Central Plume	381.15

Sum			507.15

Total Sum			965,783.23

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	09/15/13	00100	General Fund	788,423.64
		00160	Electric Utility Fund	143,890.10
		00161	Utility Outlay Reserve Fund	6,766.48
		00170	Waste Water Utility Fund	110,965.68
		00180	Water Utility Fund	17,049.26
		00210	Library Fund	25,955.60
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	324.15
		00260	Internal Service/Equip Maint	19,755.15
		00321	Gas Tax-2105,2106,2107	28,668.98
		00340	Comm Dev Special Rev Fund	22,659.79
		00347	Parks, Rec & Cultural Services	121,838.69
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
			Sum	1,294,993.40
Retiree	10/31/13	00100	General Fund	73,283.39
Pay Period Total:				
			Sum	73,283.39



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) October 1, 2013 (Shirtsleeve Session)
b) October 2, 2013 (Regular Meeting)
c) October 8, 2013 (Shirtsleeve Session)

MEETING DATE: October 16, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) October 1, 2013 (Shirtsleeve Session)
b) October 2, 2013 (Regular Meeting)
c) October 8, 2013 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 1, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 1, 2013, commencing at 7:04 a.m.

Present: Council Member Hansen, Council Member Johnson, and Mayor Nakanishi
Absent: Council Member Mounce, and Mayor Pro Tempore Katzakian
Also Present: City Manager Bartlam, City Attorney Schwabauer, and Assistant City Clerk Robison

B. Topic(s)

B-1 Renewable Portfolio Standard Update (EU)

City Manager Rad Bartlam briefly introduced the subject matter of the Renewable Portfolio Standard (RPS) update.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the RPS update. Specific topics of discussion included legislative background, regulation changes, previous and revised RPS implementation, historic carryover, existing resources versus RPS requirement, RPS steps taken by Lodi, and next steps.

In response to Mayor Nakanishi, Ms. Kirkley explained that RPS is a percentage of the electric load that is provided by a state-eligible renewable resource such as geothermal, solar, wind, and small hydro not exceeding 30 megawatts.

Council Member Hansen expressed frustration with the fact that Lodi is producing more clean energy than it receives credit for because of the legislative restrictions placed on hydro production.

In response to Council Member Johnson, Council Member Hansen stated that California is ahead of the curve with regard to the federal government and green energy and unfortunately the federal government controls how much money is spent on hydro, which has left utilities handling the impact of the costs. Mr. Bartlam added that water is regulated by federal government, which is why it became involved in mitigating costs.

In response to Council Member Hansen, Mr. Bartlam stated that utilities do not receive credit on renewable energy purchased outside the state because it is an investment issue to encourage renewable resources in the state.

In response to Council Member Hansen, Mr. Bartlam stated the field of geothermal is declining.

Consultant Matt Foskett explained the revised RPS implementation, stating the historic carryover is approximately \$1.6 million, the City would meet the requirements in the first compliance period, the second period would be a two-tiered approach, and the third compliance period would involve a stair-step formula to avoid a substantial increase.

In response to Council Member Johnson, Mr. Foskett stated that the range varies on where other communities stand in meeting this provision. Some members do not yet meet the 20 percent

level, while others are already above 50 percent. Because today's price for renewable providers has dropped by as much as 70 percent, the provision is much less a financial issue, and Mr. Foskett believed most will be able to meet the goal. Mr. Bartlam added all electric providers, no matter how they operate or how large or small, must meet this same goal.

In response to Mayor Nakanishi, Mr. Bartlam stated Lodi's rate will routinely be lower than Pacific Gas & Electric because that is the City's cap. As the industry has become more technologically advanced and more resources have come on line, the cost of renewable energy per megawatt is dropping significantly. It is a benefit that the City did not purchase this energy years ago and it would be prudent to wait and watch the prices, which will most likely continue to drop.

Ms. Kirkley stated the City has two major advantages in meeting this provision: how it defines retail load and the ability to use historic carryover. Mr. Foskett stated the carryover can be used during any time frame, which provides the City with greater flexibility in meeting the requirements.

In response to Council Member Hansen, Mr. Foskett stated solar power has greater potential since the best sites for wind power have already been taken. Mr. Hansen pointed out that the greater number of homes that install solar power means less revenue for the City. He further expressed concern that some legislators are contemplating increasing the 33 percent requirement to 50 percent.

In response to Mayor Nakanishi, Mr. Bartlam stated he cannot predict the effect on rates until the additional costs are known. The historic carryover will likely push out the need for that; however, there is some concern that the decision to use carryover could be reversed.

In response to Council Member Hansen, Ms. Kirkley stated the use of carryover will be in the revised procurement plan, and Mr. Foskett confirmed that the provision to use carryover went into effect today. Ms. Kirkley stated the California Air Resources Board is responsible for enforcement and penalties.

Mr. Foskett explained that the plan at this time is to go out to market with a Request for Proposals (RFP) later this year to determine true prices with the first year being 2016.

In response to Council Member Johnson, Mr. Bartlam agreed this would be a continuous RFP, similar to those used for the purchase of power. In addition to a staff member who handles RFPs, the City is also part of a sub-group through the Northern California Power Agency that monitors the market and stays on top of trends and prices.

In response to Council Member Hansen, Ms. Kirkley stated a large renewable project at White Slough could be a possibility. In further response, Ms. Kirkley stated the consequences of not meeting the 33 percent by 2020 has not yet been determined. Mr. Bartlam added, however, that the California Air Resources Board is not bashful about assessing penalties and paying a fine is not a viable alternative.

Council Member Hansen questioned if the City was on track to meet the standard, to which Ms. Kirkley replied in the affirmative, attributing it primarily to the ability to use carryover.

In response to Council Member Hansen, Ms. Kirkley stated that bio methane projects are fairly expensive and can only be used if produced in California; therefore, there are very few, if any, bio methane projects moving forward. The most economical solution for Lodi is solar projects.

Ed Miller questioned if natural gas is part of this mandate, to which Ms. Kirkley replied in the negative. In further response, Ms. Kirkley stated that solar panels on residential homes cannot be considered because most homes typically do not generate excess energy as they are made to

only meet the demand. Mr. Bartlam pointed out that the benefit of solar panels is the reduction in how much power the City must purchase. Mr. Miller suggested installing solar panels on homes, in partnership with citizens, that could generate excess capacity. Mr. Bartlam stated this may be a viable option on much larger, industrial roofs where the City could buy energy from participants via a contract, but it would not be feasible for residential.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, OCTOBER 2, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of October 2, 2013, was called to order by Mayor Nakanishi at 6:35 p.m.

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

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and Assistant City Clerk Robison

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:35 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

Item C-2 (b) was not discussed.

A. Call to Order / Roll Call

The Regular City Council meeting of October 2, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

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

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and Assistant City Clerk Robison

B. Presentations

B-1 Domestic Violence Awareness Month Proclamation (CLK)

Mayor Nakanishi presented proclamation to Jennifer Jones, Shelter Director of Women's Center-Youth & Family Services, proclaiming the month of October 2013 as "Domestic Violence Awareness Month" in the City of Lodi.

B-2 Public Power Week Proclamation (EU)

Mayor Nakanishi presented proclamation to Electric Utility Director Elizabeth Kirkley proclaiming the week of October 6 - 12, 2013, as "Public Power Week" in the City of Lodi. Ms. Kirkley invited the public to attend its Open House on October 16.

B-3 Fire Prevention Week Proclamation (FD)

Mayor Nakanishi presented proclamation to Fire Chief Larry Rooney proclaiming the week of October 6 - 12, 2013, as "Fire Prevention Week" in the City of Lodi. Chief Rooney invited the public to attend its Open House on October 12.

B-4 Lodi Fire Department Pink October Breast Cancer Awareness Month Fundraiser Proclamation (FD)

Mayor Nakanishi presented proclamation to Fire Chief Larry Rooney proclaiming the month of October 2013 as "Lodi Fire Department Pink October Breast Cancer Awareness Month" fundraiser in the City of Lodi.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-1 Receive Register of Claims in the Amount of \$5,394,144.89 (FIN)

Claims were approved in the amount of \$5,394,144.89.

C-2 Approve Minutes (CLK)

The minutes of September 3, 2013 (Shirtsleeve Session), September 4, 2013 (Regular Meeting), September 10, 2013 (Shirtsleeve Session), September 17, 2013 (Shirtsleeve Session), September 18, 2013 (Regular Meeting), and September 24, 2013 (Shirtsleeve Session) were approved as written.

- C-3 Adopt Resolution Awarding Bid for the Purchase of Wood Utility Poles from Bridgewell Resources, of Tigard, Oregon (\$20,498.40) (EU)

Adopted Resolution No. 2013-165 awarding bid for the purchase of wood utility poles from Bridgewell Resources, of Tigard, Oregon, in the amount of \$20,498.40.

- C-4 Adopt Resolution Awarding Bid for the Purchase of Underground Cable from The Okonite Company, of San Ramon (\$133,876.80) (EU)

Adopted Resolution No. 2013-166 awarding bid for the purchase of underground cable from The Okonite Company, of San Ramon, in the amount of \$133,876.80.

- C-5 Adopt Resolution Awarding Bid for the Purchase of Fiber Optic Trailer from Midway Trailer, Inc., of Benton, Missouri (\$22,609.80) (EU)

Adopted Resolution No. 2013-167 awarding bid for the purchase of fiber optic trailer from Midway Trailer, Inc., of Benton, Missouri, in the amount of \$22,609.80.

- C-6 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System (\$87,000) (EU)

Adopted Resolution No. 2013-168 authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in the amount of \$87,000.

- C-7 Adopt Resolution Extending White Slough Water Pollution Control Facility Agricultural Leases (PW)

Adopted Resolution No. 2013-169 extending White Slough Water Pollution Control Facility agricultural leases.

- C-8 Adopt Resolution Authorizing the City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$19,978) (PD)

Adopted Resolution No. 2013-170 authorizing the City Manager to execute agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access in the amount of \$19,978.

- C-9 Adopt Resolution Authorizing the City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2013 Edward Byrne Memorial Justice Assistance Grant (\$18,803) (PD)

Adopted Resolution No. 2013-171 authorizing the City Manager to execute agreement and approve proposed expenditure program for Lodi's share of the 2013 Edward Byrne Memorial Justice Assistance Grant in the amount of \$18,803.

- C-10 Adopt Resolution Authorizing the City Manager to Cancel the Annual Physical Contract with Co Occupational Medical Partners, Inc. (FD)

Adopted Resolution No. 2013-172 authorizing the City Manager to cancel the annual physical contract with Co Occupational Medical Partners, Inc.

C-11 Adopt Resolution Approving Job Description and Salary Range for the Position of Utility Superintendent (CM)

John Slaughterback expressed concern regarding the proposed retroactive salary increase and questioned why this proposal was not processed through the proper chain of command. City Manager Bartlam replied that this matter was vetted by the Public Works and Human Resources Departments, he supported submitting the matter to Council, and the Council was aware of it. Mr. Bartlam further explained this request is to merge two job titles under one individual, there is a cost savings of over \$100,000 per year, and he will continue to right-size the organization by merging functions to be cost effective for the City.

Adopted Resolution No. 2013-173 approving job description and salary range for the position of Utility Superintendent.

C-12 Set Public Hearing for October 16, 2013, to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2014 (CD)

Set public hearing for October 16, 2013, to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2014.

C-13 Set Public Hearing for November 6, 2013, to Consider Unmet Transit Needs in Lodi (PW)

Set public hearing for November 6, 2013, 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.

John Slaughterback thanked the City Manager and Public Works Director for meeting with him and for arranging a tour of the wastewater plant. He expressed appreciation to staff for providing him information regarding the processes at the plant and explaining the reason behind the increase in solids. Mr. Slaughterback suggested the employees at the plant be recognized for their efforts in saving the City over \$100,000 by building a bypass line on their own, to which Mr. Bartlam responded that the employees did an incredible job and were recently recognized publicly at a Council meeting.

Marilyn Hughes expressed concern about the increase in motorized activity on Lodi Lake and the river, stating it was becoming dangerous for kayakers and paddle boarders, as well as creating noise pollution for those enjoying the Nature Area and trails. She has been working with the County to try to alleviate these concerns and requested a City contact to aid in this endeavor. Mr. Bartlam stated the Police Chief has received similar complaints and has been in communication with the Sheriff's office. Council Member Hansen suggested pamphlets be given to users of the lake reminding them of safe boating regulations and rights of other users. Police Chief Helms stated he would take the lead on this matter.

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

Council Member Mounce reported on her attendance at the League of California Cities annual

conference and congratulated Management Analyst Janet Hamilton for her work on the Healthy Workforce Program, which was recognized at the conference with a \$5,000 grant. Ms. Mounce expressed appreciation to Council Member Hansen for his many years of representation on the San Joaquin Council of Governments and reported on the recent meeting she attended on his behalf. Further, Ms. Mounce commended the Partnership for Families on another successful Celebration on Central event this past Sunday.

Council Member Hansen reported on his attendance at the Northern California Power Agency annual conference and the discussions regarding cyber security at electric utilities, strategic plan review, and the Central Valley Improvement Project relating to hydro dams on rivers. Mr. Hansen also reported that the groundbreaking took place on the second phase of the Highway 12 project, which will make improvements near Bouldin Island. Further, Mr. Hansen wished his nine-year old grandson a happy birthday.

Mayor Nakanishi announced there will be a town hall meeting on October 14 at Carnegie Forum from 5:30 to 7 p.m. for the opportunity to ask questions of Senator Cathleen Galgiani and Assembly Member Richard Pan. Mayor Nakanishi will serve as moderator and topics will include: pension liability, realignment, economic development, and health care.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting a Resolution Approving an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013/14 and the Reallocation of Unused Community Development Block Grant Funds from Previous Years and Appropriating Funds (\$109,346) (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider adopting a resolution approving an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14 and the reallocation of unused Community Development Block Grant (CDBG) funds from previous years and appropriating funds in the amount of \$109,346.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the amendment of the 2013/14 Action Plan and reallocation of CDBG funds. Specific topics of discussion included sources for allocation/reallocation, uses of allocation/reallocation, public review and comment, public hearing, and requested action.

In response to Council Member Hansen, Mr. Wood stated the left-over funds in the spray and neuter program are a result of vouchers that were not used in the required time frame. Further, the graffiti abatement funding covers activity in the CDBG target area, predominantly the east side. Based on historical usage, and the activity most likely will not use the remaining funds this program year.

In response to Council Member Hansen, Mr. Wood explained that the Small Business Assistance Program provides consulting services to small businesses looking to start up or expand.

Nate McBride, Director of the Small Business Development Center, provided information on its services, stating its goal is to create more businesses and jobs by providing consulting services and training to help people gain access to financing resources and learn how to market their

business. It does not grant money, but gets people in contact with lending agencies and other resources. The Center consists of Mr. McBride, an administrative assistant, and five to six consultants paid on an as-needed basis and serves four counties.

Council Member Mounce shared the success story of a Lodi business that received assistance from the Center, which is located downtown and now has four employees. In response to Ms. Mounce, Mr. Bartlam stated the program serves both the target area and individuals meeting the income requirement.

Mr. Wood stated that a performance report is provided for each activity as part of the Comprehensive Annual Performance Evaluation Report, which is approved by Council.

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

Council Member Hansen made a motion, second by Council Member Mounce, to adopt Resolution No. 2013-174 approving an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14 and the reallocation of unused Community Development Block Grant funds from previous years and appropriating funds in the amount of \$109,346.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

G-2 Public Hearing to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to receive comments on and consider accepting City of Lodi's Report on Water Quality Relative to Public Health Goals.

Deputy Public Works Director Larry Parlin provided a brief report on the City of Lodi's Report on Water Quality Relative to Public Health Goals, stating this was a Title 22 California Code regulation requirement that must be performed every three years and highlighting the report findings that the City of Lodi's water is high quality.

In response to Council Member Mounce, Mr. Parlin stated there are less constituents of concern in the water once the surface water is introduced into the water supply because the source is a higher-quality, cleaner source than well water.

In response to Mayor Nakanishi, Mr. Bartlam stated that river water is better than well water, half the water in the system today is coming from the river, and it would not be feasible to filter well water through the treatment plant because the cost would be too high and the benefit too little.

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

Council Member Hansen made a motion, second by Mayor Nakanishi, to accept City of Lodi's Report on Water Quality Relative to Public Health Goals.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

H. Communications

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

Council Member Mounce made a motion, second by Council Member Hansen, to direct the City Clerk to post for the following vacancies:

Lodi Arts Commission

Sara Mellor, term to expire July 1, 2014

Lodi Improvement Committee

Jarred Ditmore, term to expire March 1, 2015

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

I. Regular Calendar

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

City Attorney Schwabauer provided a brief presentation regarding the recommended ordinance changes that would conform the City with state law regarding citizens addressing Council and decorum during meetings. The ordinance would request that citizens addressing Council provide their names and addresses, but not require it. Further, certain behaviors considered to be disruptive during a meeting may be prohibited, but not speech.

Council Member Mounce stated she believed citizens have the right to address Council as they wish and was glad to see this ordinance would not prevent this from continuing to occur.

In response to Council Member Hansen, Mr. Schwabauer stated the Penal Code covers "fighting words" and words that could create havoc and, therefore, such language could be considered disruptive. Additionally, the Brown Act gives citizens the right to address Council on matters within its purview and this ordinance does not change that. This is a limited public forum to talk on issues about which Council can do something, which is quite broad. Any given case will be a judgment call, and Mr. Schwabauer stated he leaned toward the side of allowing people to speak instead of spending time, money, and effort in court.

In response to Mayor Nakanishi, Mr. Schwabauer stated an infraction is subject to a monetary penalty and does not go on one's record of having committed a crime and any citation would be issued by the parliamentary officer.

Council Member Mounce made a motion, second by Council Member Hansen, to introduce Ordinance No. 1884 amending Lodi Municipal Code Chapter 2.04 - City Council Meetings - by

repealing and reenacting Sections 2.04.130, "Addressing the Council," and 2.04.150, "Decorum," in their entirety.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:19 p.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 8, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 8, 2013, commencing at 7:02 a.m.

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

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and Assistant City Clerk Robison

B. Topic(s)

B-1 Status Report on White Slough Water Pollution Control Facility Discharge Permit (PW)

Deputy Public Works Director Larry Parlin provided a PowerPoint presentation regarding the report on the White Slough Water Pollution Control Facility discharge permit. Specific topics of discussion included background, permitting process, key requirements for Waste Discharge Requirements and Master Reclamation Permit, key requirements for the National Pollutant Discharge Elimination System Permit, financial impacts, looking forward, land application expansion study, and pretreatment program update. Mr. Parlin reported that the permits were adopted on October 3, 2013.

In response to Council Member Hansen, Mr. Parlin explained that the City has two lengthy permit documents, many of the comments were editorial, and staff worked to ensure consistency in the permit on a region-wide basis so problems in other permits would not trickle down to the rest. In addition, the board had new permit writers who were unfamiliar with Lodi's history.

In response to Council Member Hansen, Mr. Parlin stated that groundwater flow is a complex matter and more analysis is necessary to look at background locations, ensure the right wells are there, and to account for issues that might affect flow, such as weather, the Delta, and dairies.

In response to Mayor Nakanishi, Mr. Parlin stated the City has two agricultural wells used by the farmers when they need extra water that have been at that location for a long while.

In response to Council Member Hansen, Mr. Parlin stated the ponds affect groundwater and flows can change direction, but overall it is manageable.

In response to Mayor Nakanishi, City Manager Bartlam stated the City sold approximately 25 acres in easements to Northern California Power Agency (NCPA) and out of 1,000 acres there is construction on roughly 100 acres. Mr. Parlin added that farmers are irrigating approximately 700 acres.

In response to Mayor Pro Tempore Katzakian, Mr. Parlin stated two-thirds of the water is committed, leaving a third left for use. Mr. Bartlam stated the water use is seasonally adjusted as there are different needs in winter versus summer. The City typically discharges water in winter because farmers do not take any during those months.

In response to Mayor Pro Tempore Katzakian, Mr. Parlin stated that, if it is feasible in the future,

the City could store and use the water because flows will increase over time, while still retaining the ability to discharge water if necessary.

In response to Mayor Pro Tempore Katzakian, Mr. Parlin stated the Lodi Energy Center is only using 20 percent of the contracted flow amount, which is 1,600 acre feet. Mr. Bartlam pointed out that the City transferred the lease from water based to land-rent based. Mr. Parlin further responded that future growth would not be a significant burden on the flow.

In response to Council Member Hansen, Mr. Bartlam stated the City would discuss with NCPA the need for it to build additional storage for its own use.

In response to Mayor Nakanishi, Mr. Parlin stated that San Diego is currently working on a project to discharge wastewater into a drinking water reservoir for use and there are similar pilot projects in Southern California and Florida.

In response to Council Member Hansen, Mr. Bartlam stated the City owns the conveyance system and it predates the City's activity in that area.

In response to Mayor Nakanishi, Mr. Bartlam stated the agricultural leases are worth \$100,000 in revenue a year to the City and the Lodi Energy Center is approximately \$100,000 a year. In further response, Mr. Parlin stated that the goal is to have full reclamation of water and the new permits are good for five years.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated that new transmission lines is one in a series of alternatives, but a greater concern is the affect on groundwater. The ability to use the land for farming is a benefit that many do not have, however, the state could eventually over regulate the City's ability to continue do so. If it becomes too expensive to continue with groundwater, other options will need to be explored.

Public Works Director Wally Sandelin stated the Lodi Energy Center stores Title 22 water and the supplemental filtration system and disinfection by the ultraviolet system are very expensive to operate, therefore water that does not go through the system saves the City on power and maintenance. Mr. Sandelin added that the gap in growth between 5.2 million gallons a day (mgd) to 8 mgd could take 30 to 50 years, so plant expansion would not be necessary for decades.

In response to Council Member Hansen, Mr. Bartlam stated that, during the permit process, no comments were received from any non-governmental agency, including agencies committed to protecting the Delta, which is significant.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam responded that approximately 60 cents on every dollar goes toward monitoring and testing, which is passed onto rate payers.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:50 a.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Purchase Order with Sole-Source Provider, Pape Machinery, of French Camp, for Repair of Damage to John Deere 210K Tractor (\$27,371)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute purchase order with sole-source provider, Pape Machinery, of French Camp, for repair of damage to John Deere 210K tractor, in the amount of \$27,371.

BACKGROUND INFORMATION: The City's John Deere 210K tractor (Vehicle No. 129) was in an accident on July 3, 2013, at the White Slough Water Pollution Control Facility. Staff involved experienced only minor injuries. Repairs to the tractor will cost \$27,371.33. The vehicle was purchased in 2012 for \$85,985.

Per the conditions of the City's insurance provider, Hanover, the City will pay the full amount of repair directly to Pape Machinery. The insurance provider will reimburse the cost of repairs and towing, minus the \$10,000 deductible.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the sole-source repair/purchase or method of repair/purchase is in the best interests of the City. Pape Machinery is the only authorized John Deere parts dealer and operates the only facility with factory-trained mechanics on the West Coast. Staff recommends approving Pape Machinery, as the sole-source provider, to perform the required repairs at a cost of \$27,371.33.

FISCAL IMPACT: If the proper repairs are not performed, the City will lose the commission of its John Deere 210K tractor, Vehicle No. 129, which was purchased in 2012 for \$85,985.

FUNDING AVAILABLE: Wastewater Operations (170403)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Plant Superintendent
FWS/KH/pmf
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PURCHASE ORDER WITH PAPE MACHINERY, OF
FRENCH CAMP, AS A SOLE-SOURCE PROVIDER, FOR
THE REPAIR OF DAMAGE TO THE CITY'S
JOHN DEERE 210K TRACTOR (VEHICLE NO. 129)

=====

WHEREAS, the City's John Deere 210K tractor (Vehicle No. 129) was in an accident on July 3, 2013, at the White Slough Water Pollution Control Facility, and repairs to the tractor will cost \$27,371.33. The vehicle was purchased in 2012 for \$85,985; and

WHEREAS, Pape Machinery is the only authorized John Deere parts dealer and operates the only facility with factory-trained mechanics on the West Coast; and

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the sole-source repair/purchase or method of repair/purchase is in the best interests of the City; and

WHEREAS, staff recommends approving Pape Machinery, as the sole-source provider, to perform the required repairs at a cost of \$27,371.33.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a purchase order with the sole-source provider, Pape Machinery, of French Camp, California, for the repair of damage to the City's John Deere 210K tractor, Vehicle No. 129, in the amount of \$27,371.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Replacement of Raywood Ash Trees, Phase II, to West Coast Arborists, Inc., of Anaheim (\$25,350)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for replacement of Raywood Ash Trees, Phase II, to West Coast Arborists, Inc., of Anaheim, in the amount of \$25,350.

BACKGROUND INFORMATION: Trees are a benefit to the urban environment. As a result, the City removes trees only when they become a significant liability to the infrastructure or compromise public safety.

The existing Raywood ash trees (Exhibit A), planted in approximately 1988, have extremely invasive root systems. They have caused extensive damage to the surfaces on both Lower Sacramento Road and the adjacent frontage road and have entered wastewater laterals connecting to a deep wastewater main in Lower Sacramento Road (Exhibit B). Because of the species' invasive nature, Raywood ash is no longer an approved species for City planting.

Phase I was completed in September 2012. The work in Phase I included the alternated planting of Shumard red oak *Quercus shumardii* and Mondell pine *Pinus ularica* between the existing Raywood ash trees. The new trees were placed on forty-foot centers, without disturbing the existing trees. Modifications to the existing irrigation system were made. Portions of hedge were trimmed back or removed to give the new trees a chance to become established.

Phase II work will initiate the actual removal of the 39 Raywood ash trees in late 2013. After removal of the trees, their locations will be filled with bush-type fern cloud *Podocarpus gracilior*. This varies from the first proposal which was a tree form and will provide a screening affect of Lower Sacramento Road.

Specifications for this project were approved on August 21, 2013. Request for bids and bid specifications were emailed to 14 companies on the bidder's list and advertised in the *Lodi News Sentinel* on September 7 and 12, 2013. The City received only one bid for this project on September 19, 2013. The budget for this project is estimated at \$25,000.

Bidder	Location	Bid
Engineer's Estimate		\$25,000
West Coast Arborists, Inc.	Anaheim	\$25,350
A.M. Weed Abatement	Stockton	No Bid Received
Arbor Care	Sacramento	No Bid Received
Arbor Pro, Inc	Yorba Linda	No Bid Received
Arborwell	Rancho Cordova	No Bid Received

APPROVED: _____
Konradt Bartlam, City Manager

Bidder (continued)	Location	Bid
Bay Area Tree Specialists	San Jose	No Bid Received
Berndt Tree Service	Lodi	No Bid Received
Commercial Environment Landscape	Gilroy	No Bid Received
Davey Tree Expert Company	Sacramento	No Bid Received
Grover Tree Service	Modesto	No Bid Received
Mowbray Tree Service	San Bernardino	No Bid Received
Tree Tech Services	Sacramento	No Bid Received
Trugreen Landcare	Rancho Cordova	No Bid Received
Waraner Tree Experts	Clayton	No Bid Received

FISCAL IMPACT: Removal will reduce or eliminate future damage to pavement and underground utilities from the invasive roots of these trees.

FUNDING AVAILABLE: This project will be funded by Streets and Drainage (320013) and Wastewater (171013) accounts.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

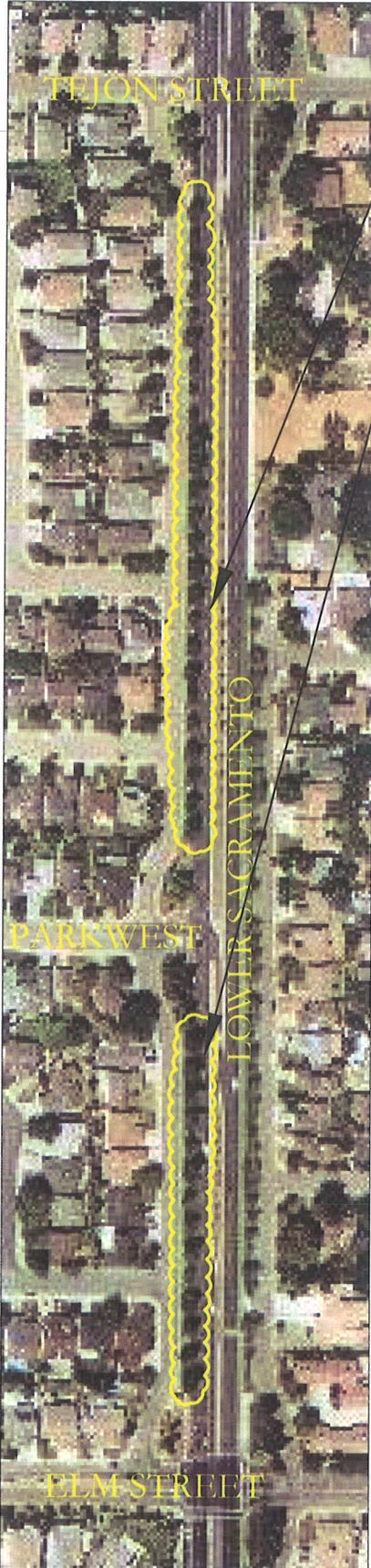
Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Utility Superintendent



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO FRONTAGE ROAD TREE REMOVAL



THIRTY-NINE (39) RAYWOOD ASH TREES TO BE REMOVED

DIAMETER OF TREES TO BE
REMOVED (IN INCHES)

- 13
- 10
- 13
- 10
- 10
- 11
- 10
- 7
- 8
- 19
- 16
- 14
- 13
- 12
- 15
- 14
- 8
- 13
- 11
- 11
- 10
- 14
- 10
- 12
- 16
- 18
- 14
- 12
- 13
- 10
- 14
- 12
- 13
- 18
- 12
- 14
- 15
- 16
- 15



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES STREET VIEW OF TREES TO BE REMOVED



STREET VIEW OF TREES TO BE REMOVED.

EXHIBIT B



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.

**RAYWOOD ASH REPLACEMENT PHASE II
TREE REPLACEMENT 2013
CONTRACT**

PAGE 1

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and WEST COAST ARBORISTS, INC., herein called "Contractor."

W I T N E S S E T H :

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

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

Notice Inviting Bids	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
General Provisions	Business and Transportation
Special Provisions	Agency, Department of
Bid Proposal	Transportation
Contract	
Contract Bond	
Exhibit A-- Standard Plan 140	
Exhibit B - Tree Removal Site Plan	

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 bond 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 perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City 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 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 it's 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 Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for removing 39 Raywood Ash trees including tree stump, roots, and removal of all debris. Contractor will grind stumps to a minimum depth of 18 inches and will make sufficient room for the follow up planting of the 15-gallon podocarpus. All wood chips shall be removed from grind site and holes will be backfilled with clean top soil. All organic material shall be recycled and proof of recycling must be provided with invoice. Contractor shall be responsible for any and all damage associated with the removal of tree, stump grinding, and root removal. This includes, but is not limited to, sidewalks, curb and gutters, walkways, landscape plants, and irrigation. Site shall be left level and ready to plant. After removal of the trees, 39 Podocarpus gracilior "Fern Pine" bush type 15-gallon plants will be planted in the same location as the Raywood Ash trees. Contractor must guarantee the life of the plants for a period of ninety (90) days, excluding vandalism and extreme weather conditions.

**RAYWOOD ASH REPLACEMENT PHASE II TREE REPLACEMENT 2013
BID PROPOSAL**

ITEM 1. TREE & STUMP REMOVAL

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with clean top soil; as well as all debris cleaned up and hauled away. Contractor shall be responsible for any and all damage associated with the removal of tree, stump grinding, and root removal. This includes, but is not limited to, sidewalks, curb and gutters, walkways, landscape plants, and irrigation. Site shall be left level and ready to plant.

ITEM 1. TREE & STUMP REMOVAL				
DESCRIPTION	UNIT	UNIT COST	EST. QTY	TOTAL COST
Removal of 39 Raywood Ash Trees (Tree and Stump)	LUMP SUM	\$ 15,600.00	1	\$ 15,600.00
Total Item 1				\$ 15,600.00

ITEM 2. TREE PLANTING

Item 2 consists of planting Podocarpus gracilior "Fern Pine" bush type 15 gallon plants will be planted in the same location as the Raywood Ash trees in accordance with these specifications. Planting includes the tree, stakes, ties and complete installation, which will require, but will not be limited to, removing existing shrubs, roots, and relocating existing irrigation lines. Contractor must guarantee the life of the trees for a period of ninety (90) days, excluding vandalism and extreme weather conditions.

ITEM 2. TREE PLANTING				
DESCRIPTION	UNIT	UNIT COST	EST. QTY	TOTAL COST
15 Gallon tree (without root barrier)	Each	\$ 250.00	39	\$ 9,750.00
Total Item 2				\$ 9,750.00

References must be submitted with bid proposal as described in Section 2.1400.

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 the allotted number of working days:

Thirty (30) Calendar Days after receipt of the Notice to Proceed.

**RAYWOOD ASH REPLACEMENT PHASE II
TREE REPLACEMENT 2013
CONTRACT**

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 first written below.

West Coast Arborists, Inc.
CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

() _____
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl-Olson, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney 

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR THE REPLACEMENT
OF RAYWOOD ASH TREES, PHASE II

=====

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 19, 2013, at 11:00 a.m., for the Replacement of Raywood Ash Trees, Phase II, described in the specifications therefore approved by the City Council on August 21, 2013; and

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

Bidder	Bid
West Coast Arborists, Inc.	\$ 25,350

WHEREAS, staff recommends awarding the contract for the Replacement of Raywood Ash Trees, Phase II, to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$25,350.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Replacement of Raywood Ash Trees, Phase II, to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$25,350; and

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

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane to A. M. Stephens Construction Company, Inc., of Lodi (\$146,231.65)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$146,231.65.

BACKGROUND INFORMATION: This project consists of reconstructing the southern parking lot at Kofu Park. The work includes replacing approximately 34,000 square feet of parking lot pavement, constructing a drive approach, installing two handicap-accessible parking stalls, replacing 700 square feet of paving adjacent to the MSC gate card reader, and other incidental and related work.

Due to the age of the pavement and the number of vehicles using the parking lot, cracks have allowed water to seep into the pavement subgrade, causing the pavement to settle unevenly and form numerous large potholes. The pavement adjacent to the MSC gate card reader is severely rutted due to the stopping and starting of numerous heavy City vehicles.

Plans and specifications for this project were approved on September 4, 2013. The City received the following eight bids for this project on September 25, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 182,356.50
A. M. Stephens Construction	Lodi	\$ 146,231.65
MCI Engineering	Stockton	\$ 162,572.00
Robert Burns Construction	Stockton	\$ 168,025.10
Breneman, Inc.	Walnut Creek	\$ 171,788.75
George Reed, Inc.	Modesto	\$ 186,154.00
Martin General Engineering	Rancho Cordova	\$ 194,420.75
Abide Builders, Inc.	Vacaville	\$ 197,516.25
B & B Asphalt, Inc.	Sacramento	\$ 201,907.75

FISCAL IMPACT: The project will decrease maintenance costs.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Funding for this project is appropriated and comes from a combination of operating funds identified in the 2013/14 Budget. The estimated total project cost (including contract administration, engineering, permitting, surveying, inspection and contingency) is \$190,000. The total cost is separated as follows:

General Fund	1211051	\$ 38,000
Electric Utility	161051	\$ 38,000
Wastewater	171051	\$ 57,000
Water	181051	\$ 57,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director
Associate Civil Engineer Nathan

**KOFU PARK PARKING LOT IMPROVMENTS
1145 South Ham Lane**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

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

The complete Contract consists of the following documents which are 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 reconstruct the southern Kofu Park parking lot (approximately 34,825 square feet) with asphalt concrete; construct a drive approach and two handicap-accessible parking stalls; replace 700 square feet of paving at the MSC gate card reader; and other incidental and related work, all as shown on the plans and specifications for the project.

CONTRACT ITEMS

Item	Description	Unit	Qty	Price	Total
1	Traffic Control	LS	1	\$1,000.00	\$1,000.00
2	Clearing and Grubbing	LS	1	\$8,000.00	\$8,000.00
3	Storm Water Pollution Control	LS	1	\$3,500.00	\$3,500.00
4	Compact Original Ground	SF	34,825	\$0.25	\$8,706.25
5	Concrete Sidewalk	SF	42	\$7.50	\$315.00
6	Concrete Curb	LF	77	\$25.00	\$1,925.00
7	Square-Type Concrete Curb and Gutter	LF	8	\$41.00	\$328.00
8	Concrete Parking Stall (ADA)	SF	494	\$6.70	\$3,309.80
9	Commercial-Type Gutter and Driveway	SF	369	\$10.80	\$3,985.20
10	Install Truncated Dome Panel	SF	12	\$45.00	\$540.00
11	Replace Drop Inlet Catch Basin	EA	2	\$1,500.00	\$3,000.00
12	Adjust Manhole Frame and Cover to Grade	EA	3	\$500.00	\$1,500.00
13	Striping	LS	1	\$475.00	\$475.00
14	Signage	LS	1	\$1,800.00	\$1,800.00
15	Pavement Excavation	CY	646	\$14.50	\$9,367.00
16	Asphalt Concrete	TON	1,023	\$94.80	\$96,980.40
17	Landscape Area Modifications	SF	200	\$7.50	\$1,500.00

TOTAL: \$146,231.65

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 **21 Calendar Days**.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Title

Attest

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR KOFU PARK PARKING LOT
IMPROVEMENTS, 1145 SOUTH HAM LANE

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 25, 2013, at 11:00 a.m., for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, described in the plans and specifications therefore approved by the City Council on September 4, 2013; and

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

Bidder	Bid
A. M. Stephens Construction	\$ 146,231.65
MCI Engineering	\$ 162,572.00
Robert Burns Construction	\$ 168,025.10
Breneman, Inc.	\$ 171,788.75
George Reed, Inc.	\$ 186,154.00
Martin General Engineering	\$ 194,420.75
Abide Builders, Inc.	\$ 197,516.25
B & B Asphalt, Inc.	\$ 201,907.75

WHEREAS, staff recommends awarding the contract for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$146,231.65.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$146,231.65; and

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

Dated: October 16, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for DeBenedetti Park Maintenance Yard Enclosure

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for DeBenedetti Park maintenance yard enclosure.

BACKGROUND INFORMATION: The contract was awarded to Soracco & Sons, of Sutter Creek, in the amount of \$188,091.11, on March 6, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The master plan for DeBenedetti Park includes a maintenance yard consisting of park maintenance facilities, a storm drainage pump station and a municipal well at the southwest corner of Century Boulevard and Heavenly Way. The pump station and well projects have been completed by the Public Works Department. The City received several critical comments regarding the appearance of the Public Works facilities and requests were made to advance the construction of the maintenance yard enclosure.

This project consisted of constructing a 7-foot high masonry wall surrounding the maintenance yard and Public Works facilities, as called for in the original master plan. An objective of the project was to screen the existing pump station and well from public view. The enclosure looks similar to the existing reverse frontage wall and landscaping located on the southeasterly corner of the Century Boulevard and Heavenly Way intersection.

The contract completion date was September 11, 2013. The final contract price was \$193,903.11. The difference between the original contract amount and final contract amount is due to extra work to add more crushed rock to the interior of the site.

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: This project was funded by Storm Impact Mitigation Fees (175043), Water Capital (181043), and Parks Capital (1212043).

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Assistant Engineer
FWS/CB/pmf
cc: Assistant Engineer Boyer

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hutchins Street Square Pool Refinishing Project

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

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

BACKGROUND INFORMATION: The contract was awarded to Advanced Pool Coatings, of Roseville, in the amount of \$45,350, on May 21, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The Hutchins Street Square Pool Refinishing Project consisted of removing the existing fiberglass liner; preparing the surface of the concrete pool shell; applying a new white, fiberglass liner; and other ancillary improvements.

The completion date was September 2, 2013. The final contract price was \$48,950. The difference between the contract amount and the final contract price is due to the installation of a new ladder and modifications to the existing vacuum system required by the County Health Department.

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

FISCAL IMPACT: Refinishing the pool will allow the Park, Recreation and Cultural Services Department to resume collecting usage fees for the facility.

FUNDING AVAILABLE: This project was funded by the Parks, Recreation and Cultural Services Fund (347).

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park.

BACKGROUND INFORMATION: The contract was awarded to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$84,312.60, on April 17, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of installing 12 concrete ADA-compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project. The improvements are shown in Exhibit A. The improvements at these two parks were intended to improve ADA access as part of the City-Wide ADA Transition Plan (February 2011).

The contract completion date was September 6, 2013. The final contract price was \$98,974.35. The difference between the original contract amount and final contract amount is due to extra work to address the following:

- Additional asphalt concrete pavement removal, grading and asphalt placement to reduce the transition from the existing parking lot to the newly-installed ADA parking stalls at both parks and to accommodate an unanticipated elevation difference between the existing landscape area and the new ADA ramps at Salas Park.

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

FISCAL IMPACT: Not applicable.

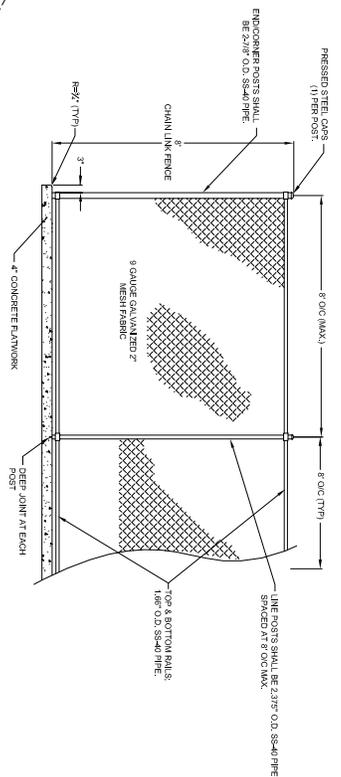
FUNDING AVAILABLE: This project was funded by Community Development Block Grant Funds (4591202).

F. Wally Sandelin
Public Works Director

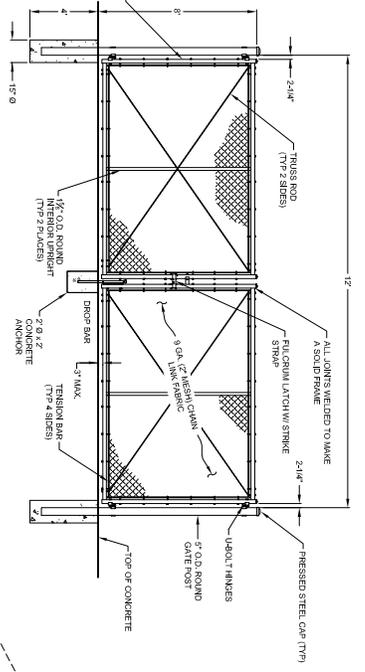
Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Neighborhood Services Manager
Senior Civil Engineer Chang

Park Superintendent
A.M. Stephens Construction

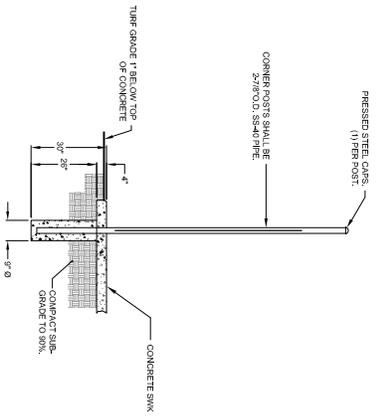
APPROVED: _____
Konradt Bartlam, City Manager



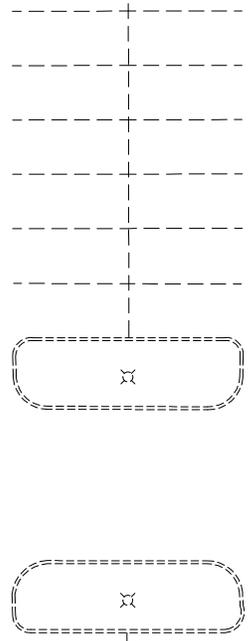
8' CHAIN LINK FENCE - FRONT ELEVATION
1"=2'



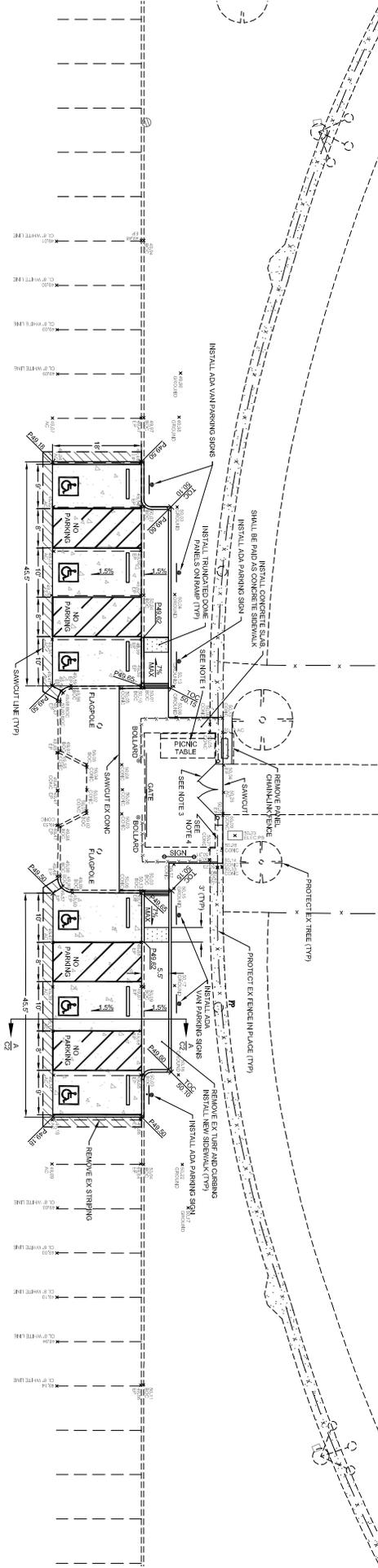
12' DOUBLE CHAIN LINK GATE
NTS



8' CHAIN LINK FENCE - SIDE ELEVATION
1"=2'



EXPANDED PARKING AREA



NOTES:
 1. REMOVE AND DISPOSE OF THE EXISTING CONCRETE SLAB TABLE, SIGN BOLLARDS, CHAIN LINK FENCE AND ETC WITHIN THE CONCRETE FOOTING LIMIT. SAWCUT LINE.
 2. THE CITY OF LODI PAVES DRIVEWAYS. RELOCATE THE EXISTING SPRINKLERS WITHIN THE DRIVEWAY TO THE NEW DRIVEWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION/DAMAGE OUTSIDE OF REMOVAL LIMITS.
 3. THE CONTRACTOR SHALL PROVIDE AND INSTALL 11.5 FOOT DOUBLE SINKS GATE WITH GATE BOLTS ON EACH GATE AND DROP-A-TON HOLDING DEVICE. REFER TO THIS SHEET FOR DETAILS.
 4. GALVANIZED CHAIN LINK FENCE. REFER TO THIS SHEET FOR DETAILS.
 5. THE CONTRACTOR SHALL PROVIDE AND INSTALL 10 PERCENT PORTLAND CONCRETE WHEELSTOP AND ANCHOR BOLTS AND BOLTS. REFER TO THIS SHEET FOR DETAILS.
 6. SINKS SHALL BE 18 INCH DEEP. REFER TO THIS SHEET FOR DETAILS.
 7. REFER TO SHEET 02 FOR ADDITIONAL ADA DETAILS.
 8. ALL ASPHALT, CONCRETE AND CONCRETE REMOVAL LIMIT SHALL BE SAWCUT.

- LEGEND:
 PRO-XXX = PROPOSED CONCRETE AND GRADE
 TOC-XXX = PROPOSED TOP OF CURB GRADE
 EX-XXX = EXISTING TOP INFO AND ELEV.

STOCKTON ST

012D013-C1

SOFTBALL COMPLEX
 ADA ACCESS IMPROVEMENT PROJECT PHASE 2
 401 N. STOCKTON ST

CITY OF LODI
 PUBLIC WORKS DEPARTMENT
 401 N. STOCKTON ST
 LODI, CALIFORNIA 95240
 PHONE (209) 333-3436
 FAX (209) 333-3333
 E-MAIL: pd@pdps@lodi.gov
 WEB SITE: www.lodi.gov



NO.	REVISION	DATE	BY
0			
1			





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2013 Asphalt Rubber Cape Seal Project
MEETING DATE: October 16, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2013 Asphalt Rubber Cape Seal Project.

BACKGROUND INFORMATION: The contract was awarded to Intermountain Slurry Seal, Inc., of Watsonville, in the amount of \$811,118, on May 1, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The project consisted of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt, rubberized chip seal and the slurry is commonly known as a “cape seal.” In the proper application, an asphalt rubberized cape seal is a more cost-effective alternative than using a traditional asphalt overlay for rehabilitating City streets in poor condition.

Staff also added a list of residential streets to be rehabilitated with slurry seal only. These streets had no structural deficiencies and had fewer pavement cracks than the streets receiving the rubberized cape seal. The slurry seal sealed the pavement and provided a new wearing surface to the existing pavement.

The contract completion date was September 27, 2013. The final contract price was \$847,414.43. The difference between the contract amount and the final contract price is due to an increase in the bid item quantities for pavement crack seal and pavement skin patch, as requested by the City.

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

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

FUNDING AVAILABLE: This project was funded by Proposition 1B funds.

F. Wally Sandelin
Public Works Director

Prepared Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
cc: Deputy Public Works Director/City Engineer
Deputy Public Works Director – Utilities
Management Analyst
Senior Civil Engineer
Intermountain Slurry Seal, Inc.

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Three-Year Renewal Agreement with Environmental Systems Research Institute, Inc. (ESRI), of Redlands, for Geographic Information System Software (\$162,000)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute three-year renewal agreement with Environmental Systems Research Institute, Inc. (ESRI), of Redlands, for geographic information system software, in the amount of \$162,000.

BACKGROUND INFORMATION: Three years ago, the City Council approved a three-year Small Municipal and County Enterprise License Agreement with ESRI, which expires in December 2013. The license affords the City legal authority to use various ESRI software programs to support the City's GIS needs. A list of the various software programs is reflected in Exhibit A.

Over the past three years, the City has converted its mapping software from the old MapGuide system to ESRI, in addition to expanding the internal use of ESRI software applications. Staff relies on the various ESRI software applications to perform mapping services that support both public and internal City uses. Information typically used by the public includes bus route and garbage pickup information, utility schematics and information related to land use and zoning. Internally, staff utilizes the mapping software to perform more complex functions that support the City's internal mapping and asset maintenance and management needs.

ESRI remains the industry leader in GIS technology. During the term of the current license agreement, the company has provided the technical support needed to accommodate the City's GIS needs. Other benefits of the enterprise license include an annual subscription to ESRI Developer Network, Tier 1 Help Desk Support, virtual campus training, and a five percent discount on all individual commercially available instructor-led training classes.

For these reasons, staff recommends extending the ERSI License Agreement for an additional three years at a total cost of \$162,000, payable at \$54,000 per year, as shown on Exhibit B. The Electric, Water and Wastewater utilities, the largest users of ESRI products, will split this cost.

FISCAL IMPACT: The City will continue to realize savings in staffing and software licensing costs over the term of the contract.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Three-Year Renewal Agreement with Environmental Systems Research Institute, Inc. (ESRI), of Redlands, for Geographic Information System Software (\$162,000)
October 16, 2013
Page 2

FUNDING AVAILABLE: Funding has been Included in FY 2013/14 budget as follows:

Electric Utility Fund	(160612) - \$18,000
Water Fund	(180451) - \$18,000
Wastewater Fund	(170401) - \$18,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr. City Engineer/Deputy Public Works Director/Steve Mann, Information Systems Manager
Attachments

cc: Charlie Swimley, City Engineer – Deputy Public Works Director
Larry Parlin, Deputy Public Works Director – Utilities
Elizabeth Kirkley, Electric Utility Director

EXHIBIT A

AVAILABLE ENTERPRISE SOFTWARE PRODUCTS

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced

ArcGIS for Desktop Standard

ArcGIS for Desktop Basic

ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial

Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS

Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)

ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial

Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial

Analyst, ArcGIS Geodatabase Update, ArcGIS Network

Analyst, ArcGIS Schematics

ArcGIS Runtime Standard

ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*

One (1) Esri CityEngine Advanced Single Use License

One (1) Esri CityEngine Advanced Concurrent Use License

One (1) ArcGIS Online Subscription* as provided in Other Benefits section



Quotation # 20433114

Date: August 27, 2013

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 352276 Contract #

City of Lodi
Internal Services ISD
221 W Pine St
Lodi, CA 95241

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/27/2013 To: 11/25/2013*

ATTENTION: Steve Mann
PHONE: (209) 333-5548
FAX: (209) 333-6807

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1: 12/20/2013 to 12/19/2014	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2: 12/20/2014 to 12/19/2015	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3: 12/20/2015 to 12/19/2016	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	12,000.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$162,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

<p>For questions contact: Jesse Gonzalez Email: jesse_gonzalez@esri.com Phone: (909) 793-2853 x1106</p> <p>Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.</p> <p><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>
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SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

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

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE PRODUCTS SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

Table with 2 columns: Benefit description and Level/Value. Rows include ArcGIS Online Subscription (Level 4), Esri International User Conference Registrations (4), Tier 1 Help Desk Individuals (4), backup media (2), Virtual Campus Annual User License allowance (10,000), and 5% discount on training classes.

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com or faxing it to 909-307-3083. ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDER WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.

ACCEPTED AND AGREED:

(Licensee)

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

Esri EIN Number: **95-2775732**

Licensee Contact Information

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

ELA Quotation Number: _____

Esri Contract Number: _____

Approved as to form



City Attorney

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software through a website or Internet web application that enables third parties to access and use a Licensee-developed application that uses Software, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue.
- "Content" has the meaning provided in [Addendum 3](#).
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes licensed under this ELA, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Products Schedule on page 1 of this ELA.
- "Incident" means a communication via telephone, web form, or chat by Licensee regarding technical problems with Software, Data, or Documentation.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the

Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at <http://www.esri.com/legal>).

- "Software" means the actual copy of all or any portion of Esri's proprietary software technology excluding Data accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Products are licensed and not sold. Esri and its licensors own the Enterprise Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Online Services.

ARTICLE 3—GRANT OF LICENSE

Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Products Schedule for a term concurrent with this ELA (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this ELA and the ELA configuration ordered; and (iv) for the applicable Term until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. *Software*. Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data*. Data terms of use are set forth in Addendum 2.
- c. *Online Services*. Terms of use for Online Services are set forth in Addendum 3.
- d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: Addendum 4 does not apply to this ELA.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Enterprise Products delivered, Licensee may
 - (1) Install and store selected Enterprise Products on electronic storage device(s);
 - (2) Make archival copies and routine computer backups;
 - (3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
 - (4) Move the Software in the licensed configuration to a replacement computer; and
 - (5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. *Commercial Application Service Provider Use.* Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."
- e. *Font Components.* While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.
- f. *Consultant or Contractor Access.* Licensee may provide access to and use of Enterprise Products to any consultant or contractor of Licensee, provided consultants' and contractors' access to and use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require

consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
- b. Use for Commercial ASP Use or service bureau purposes;
- c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
- d. Redistribute the Enterprise Products to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Enterprise Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
- h. Store, cache, use, upload, redistribute, or sublicense Content or otherwise use Enterprise Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- j. Unbundle or independently use individual or component parts of the Enterprise Products;
- k. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The

breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT ENTERPRISE PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ENTERPRISE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Licensee for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls,

removes, and destroys all copies of the Software or Documentation, ceases using Online Services, and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF ENTERPRISE PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of the Software or Online Services infringes a US patent, copyright, or trademark provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If the Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may

either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund a portion of the ELA fees paid by Licensee in the current fee payment period. The refund will be calculated for the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications are provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Esri reserves the right to update the Small Municipal and County Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at <http://www.esri.com/legal>. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Enterprise Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by

law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

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

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

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

9.10 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

9.11 Entire Agreement. This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at <http://www.esri.com/legal>) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

- a. Tier 1 Support Provided by Licensee
 - (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
 - (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
 - (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
 - (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
 - (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
 - (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

- b. Tier 2 Support Provided by Esri
 - (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
 - (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
 - (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
 - (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
 - (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

- a. Licensee shall issue an Order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial

payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

- b. Upon receipt of the initial Order from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due
 - (4) On the face page of Order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with their application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling are independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support

Policy, available at <http://help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf>, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

13.4 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.



**EXHIBIT 1
SCOPE OF USE
(E300 08/22/2012)**

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

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p>Desktop</p> <ul style="list-style-type: none"> ▪ Address Coder (22; Addendum 2, Note 7) ▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1) ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcLogistics <ul style="list-style-type: none"> – Desktop (Addendum 2, Note 1; Addendum 2, Note 2) – Using ArcGIS Online (20; 46; Addendum 2, Note 1) – Using ArcGIS for Server (20; 46; Addendum 2, Note 1) – Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ ArcView 3.x and Extensions (17) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for Office (Addendum 2, Note 1) ▪ Sourcebook•America (20; Addendum 2, Note 8) <p>Server</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Cloud Bundle (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extensions <ul style="list-style-type: none"> – ArcGIS for INSPIRE (8; Addendum 2, Note 1) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1) ▪ Esri Tracking Server (31) ▪ Esri Maps for IBM Cognos (53) ▪ Esri Maps for SharePoint (Addendum 2, Note 1) <p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS for iOS (Addendum 2, Note 1) ▪ ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1) ▪ ArcGIS Runtime (18; 59; Addendum 2, Note 1) ▪ ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47)
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Notes

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8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS for Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS for Desktop) may not be copied.
10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the Cloud Bundle services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.

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13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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15. Licensed as a Deployment License. Deployment Licenses for Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to Licensee's sublicensee(s) provided Licensee uses a sublicense agreement that protects Esri's rights in Esri's Software, Data, Online Services, and Documentation to the same extent as the License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Online Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; or transfer or assign its rights under the license grant;
 - b. Sublicensee may not use any Esri Software, Data, Online Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.

Applications may be subject to deployment fees owed to Esri. Contact Esri or Licensee's distributor for details.

17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
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20. Licensee may reproduce and deploy the Software provided all the following occur:
 - a. The Software is reproduced and deployed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as the License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
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22.
 - a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;
 - b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - c. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
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24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in [Addendum 3](#), Online Services Addendum.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. ArcGIS for Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS for Server Enterprise configuration.

28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
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46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
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- 48–52. Reserved.
53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Advanced (Enterprise or Workgroup), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.
- 55–58. Reserved.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of Deployment Licenses that have been purchased.
60.
 - a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;
 - b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
 - c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
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66. For desktop applications or SharePoint, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software_license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ ArcLogistics Data (2) ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10) 	<ul style="list-style-type: none"> ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)
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Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS: StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; ArcLogistics Data*: StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA

Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.

- b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
- c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
- d. Data from i-cubed is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
- e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
- b. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](#).
- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
- d. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
- e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.

6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/licensing/redistribution-rights.html>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
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 - d. Infogroup Data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in standalone form.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "API" means application programming interface.
- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- c. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- h. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- i. "Value-Added Application" means an application using the Developer Tools and Online Services and that includes functions or features not inherent in the Online Services.
- j. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use by Licensee and Licensee's Named Users, and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee or Licensee's Named Users are the only persons authorized to access Online Services through Licensee's accounts. Authorization Codes may not be shared among multiple individuals but may be reassigned for absences of one (1) month or longer. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. **IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.**

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.7 Attributions. Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be suspended, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.3 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches this License Agreement or exceeds Licensee's usage limits and fails to purchase additional Service Credits sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service

attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.4 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application and Online Services. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/licensing/dmca_policy.html.

4.3 Sharing Licensee's Content. Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content with Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

4.4 Retrieving Licensee's Content upon Termination. Upon termination of this License Agreement or any evaluation or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the resources available to Licensee with Online Services. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. The overage limits for a particular Service and options to address overages will be provided in the Service description and specified in the Ordering Document. Esri reserves the right to suspend Licensee's account until Licensee pays all outstanding overage fees in accordance with this License Agreement.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; 3; Addendum 2, Note 1; Addendum 2, Note 6)▪ Business Analyst Online (4; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (4; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4)▪ Community Analyst (4; Addendum 2, Note 1; Addendum 2, Note 4)	<ul style="list-style-type: none">▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4)▪ Redistricting Online (3; Addendum 2, Note 1)▪ MapStudio (5; Addendum 2, Note 9)
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Notes

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s).
 - b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow anonymous user access to Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to
 - i. Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - ii. Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (1) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (2) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (3) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.

2. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to ArcGIS Online fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
 - a. *Map Services, Imagery Services, and Geometry Services*: Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://help.arcgis.com/en/arcgisonline/content/>.
 - b. *ArcGIS Online Standard Task Services (available at <http://tasks.arcgisonline.com>)*: Licensee may put these services to any use consistent with these terms of use, subject to the following:
 - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
 - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - c. *ArcGIS Online Subscription Task Services (available at <http://premiumtasks.arcgisonline.com>)*: Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.
 - d. *ArcGIS Online Sample Services*: Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

The following ArcGIS Online Service is subject to fee-based ArcGIS Online Service Credit consumption usage:

- a. *ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>)*: Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.
4. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
5. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.
6. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

**ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none">▪ Educational Programs (1)▪ Grant Programs (2)	<ul style="list-style-type: none">▪ Home Use Program (3)▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for commercial or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for commercial or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/arcgis-for-home/> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



EXHIBIT 2
TRAINING ADDENDUM
(E207SET 3/11)

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

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's

participation due to US government export regulation requirements, course scheduling changes, or cancellations.

- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
THREE-YEAR RENEWAL AGREEMENT WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE,
INC. (ESRI), OF REDLANDS, FOR GEOGRAPHIC
INFORMATION SYSTEM SOFTWARE

=====

WHEREAS, in 2010, the City Council approved a three-year Small Municipal and County Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI), which expires in December 2013. The license affords the City legal authority to use various ESRI software programs to support the City's GIS needs; and

WHEREAS, over the past three years, the City has converted its mapping software from the old MapGuide system to ESRI, in addition to expanding the internal use of ESRI software applications. Staff relies on the various ESRI software applications to perform mapping services that support both public and internal City uses; and

WHEREAS, ESRI remains the industry leader in GIS technology and staff recommends extending the ERSI License Agreement for an additional three years at a total cost of \$162,000, payable at \$54,000 per year, split evenly between the water, wastewater and electric utilities.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year renewal agreement with Environmental Systems Research Institute, Inc. (ESRI), of Redlands, California, for geographic information system software, in the amount of \$162,000.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement for Geographical Information System Consulting Services with Websoft Developers, Inc., of Davis (\$49,000)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement for geographical information system consulting services with Websoft Developers, Inc., of Davis, in the amount of \$49,000.

BACKGROUND INFORMATION: On February 20, 2013, City Council approved a Professional Services Agreement (PSA) with Websoft Developers, Inc., to provide geographical information system (GIS) database design and integration of wastewater collection system assets with the utility's existing computer maintenance and management software. The completed project has provided field staff the ability to implement remote work orders and asset management using tablet computers.

To further streamline utility operations, staff recommends approving the scope of work presented in Exhibit 2 to the attached Websoft PSA to provide GIS database design and integration of the water distribution system and storm water system assets with the utility's existing computer maintenance and management software. Completion of the project will provide field staff the same ability to manage these system assets and remotely integrate with the GIS system. The project is expected to be complete and fully implemented by June 30, 2014.

FISCAL IMPACT: Implementation of remote asset management through GIS will improve operational efficiency and reliability.

FUNDING AVAILABLE: This project will be funded by Water (180461) and Wastewater (170403).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director – Utilities
FWS/LP/pmf
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

AMENDMENT NO. 1

Websoft Developers, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of October, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEBSOFT DEVELOPERS, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 18, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

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

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

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

WEBSOFT DEVELOPERS, INC.
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on 3/18, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Websoft Developers, 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 Geographical Information System (GIS) geodatabase design of wastewater assets and integration of CarteGraph computer maintenance management software for wastewater infrastructure (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 March 12, 2013 and terminates upon the completion of the Scope of Services or on May 15, 2013, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Larry Parlin

To CONTRACTOR: Websoft Developers Inc.
 2020 Research Park Drive, Suite 140
 Davis, California, 95618
 Attn: Sean Dingman

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:



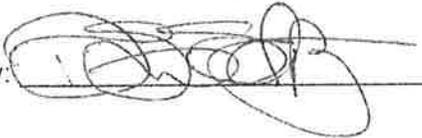
RANDI JOHL
City Clerk



KONRADT BARTLAM, City Manager

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

CONTRACTOR: Websoft Developers

By: 

By: 

Name: OTMANOS DLSAI
Title: PRESIDENT

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

Funding Source: 170401.7323
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012



January 29, 2013

Larry Parlin
Deputy Public Works Director
City of Lodi
1331 S Ham Lane
Lodi, CA 95242

Subject: Sewer asset geodatabase design, implementation, and Cartegraph integration

Larry:

Websoft Developers, Inc. (Websoft) is pleased to present this proposal to the City of Lodi (City) to provide a unified geodatabase for the City's sewer assets that will be integrated with the existing Cartegraph Computerized Maintenance Management System (CMMS) and Geocortex web-based map viewer. The scope of work below will describe the deliverables in more detail.

SCOPE OF WORK

Task 1. Geodatabase Design and Creation

The goal of this task is to create a geodatabase for the City's Sewer Assets that will eliminate the need for multiple data repositories and allow for the implementation of the City's Cartegraph CMMS. Unless otherwise noted, all work will be performed off-site and Websoft will require remote access to the City's Cartegraph and ArcGIS servers.

Subtask A: Investigation

In this task, Websoft will investigate the City's current SDE geodatabase which is currently being used to drive the City's Geocortex web mapping viewer. Websoft will spend two days interviewing the various data stakeholders including engineering, maintenance, and IT to determine their needs with regards to a unified sanitary sewer geodatabase. Websoft will review existing data from all providers of information in support of GIS including:

- Creation methodologies
- Workflows
- CAD drawings
- GIS map layers
- Associated spreadsheets and databases



Websoft will assess this information within the context of the following:

- City's 1 year strategic direction and 5 year goals
- City's GIS consumer data needs
- Currently GIS data status and accuracy
- Current GIS hardware and software capabilities and future needs
- GIS supporting information requirements
- GIS workflow and asset creation workflow

During this investigation, Websoft will determine how the City plans to do the following:

- Update GIS databases with as-built data
- Produce standard and custom map products
- Integrate computer-aided design (CAD) drawings into the GIS environment
- Integrate with other enterprise systems, such as Maintenance Management, document management, and customer information systems (CISs)
- Analyze installed network for capacity planning and capital improvement projects
- Manage operations activities, such as leaks, repairs, and inspections
- Integrate with the City's telemetry system (SCADA)

Websoft will also interview the various city-wide information stakeholders to determine the following:

- Infrastructure information needs
- Data linking needs (e.g., financial)
- Access requirements (security)

Subtask B: Geodatabase Design

Based on the investigation above, Websoft will determine how to transition the existing ArcSDE database to the ESRI Local Government Information Model for Sanitary Sewers. This model will be developed in SQL Spatial and contain a complete ESRI Geodatabase design for utilities GIS activities including:

- A geometric network to support the sewer system with a set of attribute domains for material type, diameter, pipe shape, material type (as well as others to be determined).
- A set of attributes for tying the sanitary sewer GIS system to the utilities work order management system

As part of this task, Websoft will implement the security system developed during the investigation phase to insure that only the required City users have the appropriate view, create, update, and delete privileges.



Subtask C: Geodatabase Creation, Normalization, and Importation

Websoft will use Safe Software's Feature Manipulation Engine (FME) to populate the newly created Geodatabase from the various sewer utility data sources. These sources include the existing sewer asset inventory as well as related Microsoft Access and Excel databases. By designing the scripts in FME, Websoft will be able to quickly make migration adjustments. This will allow rapid iteration to find the optimal translation between the existing environment and the newly created Geodatabase.

As part of this task, Websoft will normalize the data to conform with the newly created database. This will include creating domain (lookup) tables for selected attributes and normalizing existing data to fit these domains.

Task 2. Integration of CarteGraph/GIS

Websoft will ensure that CarteGraph and the ArcSDE Geodatabase are functionally and fully-integrated for the Public Works sewer utility. This includes providing technical guidance/support/debugging ensuring that both systems operate together without error. Part of this setup includes developing the appropriate work flows for the creation and editing of assets that relate to the utilities GIS and MMS systems. In addition, we will work with City staff to integrate functionality to geocode work orders based on physical location of asset location depending on the type of activity entered.

This integration will allow staff to create assets through the GIS interface that will automatically be entered into the MMS system. Furthermore, the integration will allow staff to do spatial analysis on maintenance activities and develop maps based on that analysis. The analysis and exhibits will be created in the CarteGraph GISDirector software.

In addition, Websoft will assist the City with the implementation of the CarteGraph Mobile and CarteGraph YourGOV Mobile solutions. We will provide assistance to the City to perform data translations or manipulation that may be required for the mobile solution and provide assistance to deploy the mobile solution including server configuration where necessary.

This task may, by its very nature, require ArcSDE modifications and iterations of Task 1 to be performed to insure proper integration between ArcSDE and the CarteGraph system. This iterative approach is included in the pricing of Task 1 and Task 2.



ESTIMATED FEE AND SCHEDULE

The proposed pricing is based on our understanding of the needs of the City of Lodi. Websoft will complete the above task within 60 days of notice to proceed. Websoft invoices on a monthly basis based on the work completed during the prior month. These prices are valid for 30 days. Invoices are due upon receipt with 10% of the total price available for hold-back until final-acceptance.

Table 1. Estimated Schedule and Fee

Task	Hours (Estimated)	Price
Task 1: Geodatabase Design and Creation	140	\$24,500
Task 2: Integration of CarteGraph/GIS	60	\$12,000
Task 3: Project Management	30	\$6,000
Total		\$42,500

Thank you for this opportunity to provide this quotation. Please contact me at 916.501.1590 should you have any questions about this proposal. We are excited about this project and look forward to working with you and your staff.

Sincerely,

Websoft DEVELOPERS, INC.

Sean Dingman

SJD:sjd



2013 Billing Rate Schedule

(Valid through December 31, 2013)

Position	Billing Rate dollars per hour
Principal	205
Senior Application Developer	175
Senior Engineer	160
Senior Programmer/Designer	160
Application Developer	150
System Administrator	130
Technician	110
Assistant Engineer	110
Assistant System Administrator	85
Assistant Programmer	85
Assistant Technician	75
Junior Technician	55
Administrative	50

Outside services such as vendor reproductions, prints, shipping, and major WSD reproduction efforts, as well as engineering supplies, travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal rate.

Sub consultants will be billed at actual cost plus 10%.

A Finance Charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented, and to all employment categories including regular full-time, part-time, temporary, and contract personnel as defined in WSD's Employee Handbook.



Exhibit C

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

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

\$1,000,000 Professional Liability
(Errors & Omissions) per Claim</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence</p> |
|---|---|

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

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

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

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

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



September 10, 2013

Larry Parlin
Deputy Public Works Director
City of Lodi
1331 S Ham Lane
Lodi, CA 95242

Subject: Water and Storm asset geodatabase design, implementation, and Cartegraph integration

Larry:

Websoft Developers, Inc. (Websoft) is pleased to present this proposal to the City of Lodi (City) to provide a unified geodatabase for the City's Storm and Water assets that will be integrated with the existing Cartegraph Computerized Maintenance Management System (CMMS) and Geocortex web-based map viewer. This proposal will leverage off of the work that we recently completed with the Sewer system. The scope of work below will describe the deliverables in more detail.

SCOPE OF WORK

Task 1. Geodatabase Design and Creation

The goal of this task is to create a geodatabase for the City's Water and Storm assets that will eliminate the need for multiple data repositories and allow for the implementation of the City's Cartegraph CMMS. Since we have already done much of the setup and investigation of the City's workflows and existing data there will be a significant time savings for this task. Unless otherwise noted, all work will be performed off-site and Websoft will require remote access to the City's Cartegraph and ArcGIS servers.

Subtask A: Geodatabase Design

Based on the investigation above, Websoft will transition the existing ArcSDE database to the ESRI Local Government Information Model for Water and Storm Systems. This is the same model that we currently used for the Sewer assets. This model will be developed in SQL Spatial and contain a complete ESRI Geodatabase design for utilities GIS activities including:

- A geometric network to support the Water and Storm system with a set of attribute domains for material type, diameter, pipe shape, material type (as well as others to be determined).

- A set of attributes for tying the Water and Storm GIS system to the utilities work order management system

As part of this task, Websoft will implement the security system developed during the investigation phase to insure that only the required City users have the appropriate view, create, update, and delete privileges.

Subtask B: Geodatabase Creation, Normalization, and Importation

Websoft will use Safe Software's Feature Manipulation Engine (FME) to populate the newly created Geodatabase from the various Water and Storm utility data sources. These sources include the existing Water and Storm asset inventory as well as related Microsoft Access and Excel databases. By designing the scripts in FME, Websoft will be able to quickly make migration adjustments. This will allow rapid iteration to find the optimal translation between the existing environment and the newly created Geodatabase.

As part of this task, Websoft will normalize the data to conform to the newly created database. This will include creating domain (lookup) tables for selected attributes and normalizing existing data to fit these domains.

Task 2. Integration of CarteGraph/GIS

Websoft will ensure that CarteGraph and the ArcSDE Geodatabase are functionally and fully-integrated for the Public Works Water and Storm utility. We will use the same methodology that we used during the integration of the City's Sewer assets. This includes providing technical guidance/support/debugging ensuring that both systems operate together without error. Part of this setup includes developing the appropriate work flows for the creation and editing of assets that relate to the utilities GIS and MMS systems. In addition, we will work with City staff to integrate functionality to geocode work orders based on physical location of asset location depending on the type of activity entered.

This integration will allow staff to create assets through the GIS interface that will automatically be entered into the MMS system. Furthermore, the integration will allow staff to do spatial analysis on maintenance activities and develop maps based on that analysis. The analysis and exhibits will be created in the CarteGraph GISDirector software.

In addition, Websoft will assist the City with the implementation of the CarteGraph Mobile and CarteGraph YourGOV Mobile solutions. We will provide assistance to the City to perform data translations or manipulation that may be required for the mobile solution and provide assistance to deploy the mobile solution including server configuration where necessary.



This task may, by its very nature, require ArcSDE modifications and iterations of Task 1 to be performed to insure proper integration between ArcSDE and the CarteGraph system. This iterative approach is included in the pricing of Task 1 and Task 2.

ESTIMATED FEE AND SCHEDULE

The proposed pricing is based on our understanding of the needs of the City of Lodi. Websoft will complete the above task within 60 days of notice to proceed. Websoft invoices on a monthly basis based on the work completed during the prior month. These prices are valid for 30 days. Invoices are due upon receipt with 10% of the total price available for hold-back until final-acceptance.

Table 1. Estimated Schedule and Fee

Task	Assets	Each	Extended
Task 1: Geodatabase Design and Creation	Water and Storm	\$24,500	\$49,000
Task 2: Integration of CarteGraph/GIS	Water and Storm	\$12,000	\$24,000
Task 3: Project Management	Water and Storm	\$6,000	\$12,000
		<i>Total</i>	\$85,000
		<i>Discount (multiple assets and completed setup)</i>	\$36,000
		Total	\$49,000

Thank you for this opportunity to provide this quotation. Please contact me at 916.501.1590 should you have any questions about this proposal. We are excited about this project and look forward to working with you and your staff.

Sincerely,

Websoft DEVELOPERS, INC.

Sean Dingman

SJD:sjd



2013 Billing Rate Schedule
(Valid through December 31, 2013)

Position	Billing Rate, dollars per hour
Principal	205
Senior Application Developer	175
Senior Engineer	160
Senior Programmer/Designer	160
Application Developer	150
System Administrator	130
Technician	110
Assistant Engineer	110
Assistant System Administrator	85
Assistant Programmer	85
Assistant Technician	75
Junior Technician	55
Administrative	50

Outside services such as vendor reproductions, prints, shipping, and major WSD reproduction efforts, as well as engineering supplies, travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal rate.

Sub consultants will be billed at actual cost plus 10%.

A Finance Charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented, and to all employment categories including regular full-time, part-time, temporary, and contract personnel as defined in WSD's Employee Handbook.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT FOR GEOGRAPHICAL INFORMATION
SYSTEM CONSULTING SERVICES WITH WEBSOFT
DEVELOPERS, INC.

=====

WHEREAS, on February 20, 2013, City Council approved a Professional Services Agreement with Websoft Developers, Inc., to provide geographical information system (GIS) database design and integration of wastewater collection system assets with the utility's existing computer maintenance and management software. The completed project has provided field staff the ability to implement remote work orders and asset management using tablet computers; and

WHEREAS, to further streamline utility operations, staff recommends amending the scope of work to provide GIS database design and integration of the water distribution system and storm water system assets with the utility's existing computer maintenance and management software. Completion of the project will provide field staff the same ability to manage these system assets and remotely integrate with the GIS system.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an amendment to the Professional Services Agreement for geographical information system consulting services with Websoft Developers, Inc., of Davis, California, in the amount of \$49,000.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Contract with Lodi Health for the Fire Department's Annual Physicals

MEETING DATE: October 16, 2013

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a contract with Lodi Health for the Fire Department's Annual Physicals.

BACKGROUND INFORMATION: The City of Lodi Fire Department contracted with St. Joseph's Regional Health System in 1996 to complete the annual physicals for the Lodi Fire Department's staff. The City of Lodi continued contracting with St. Joseph's until November 2012, when St. Joseph's Regional Health System was acquired by Co Occupational Medical Partners, Inc. On October 2, 2013, the City Council adopted a resolution authorizing the City Manager to cancel its contract and search for a new provider.

Staff recommends entering into a three-year contract with Lodi Health. Lodi Health is located in Lodi, Stockton, and Lone, and provides the City's occupational health services. By contracting with Lodi Health, the annual firefighter physicals expenses are reduced by a minimum of 21 percent.

Staff recommends that the City Manager be authorized to execute a three year contract with Lodi Health for the annual physical requirements and any amendments thereto.

FISCAL IMPACT: Based upon historical usage, it is anticipated that annual costs will be about \$13,400, a 21 percent reduction from the prior contract.

FUNDING AVAILABLE: 102012.7363

Jordan Ayers
Internal Services Director/Deputy City Manager

Larry Rooney
Fire Chief

LR:po
cc: City Attorney

APPROVED:

Konrad Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on November 2, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LODI MEMORIAL HOSPITAL ASSOCIATION, INC., dba LODI HEALTH (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 Lodi Fire Department Annual Physicals (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 not submit any protected information to the City in any manner. CONTRACTOR, at its professional medical opinion, shall review the physical findings with the City employee prior to providing that information directly to the City employee, via the postal service in a sealed envelope.

The CITY shall be solely entitled to receive medical clearance for the employee to perform the duties of a firefighter.

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 mutually agreed upon.

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.

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 November 2, 2013 and terminates upon the completion of the Scope of Services or on November 1, 2016, 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 included in Exhibit A.

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

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, specifying city employee and physical services and associated fees. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight

delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Attn: Paula O'Keefe
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONTRACTOR: Lodi Health
Attn: Pam Schneider
975 S. Fairmont Avenue
P. O. Box 3004
Lodi, California 95240

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit A 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

Excluding protected health information, 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.

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

Section 4.20 Authority

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

LODI MEMORIAL HOSPITAL ASSOCIATION, INC.,
dba LODI HEALTH

By: _____


By: _____
Name: JOSEPH P. HARRINGTON
Title: CEO

Attachments:
Exhibit A – Scope of Services & Fees
Exhibit B – Insurance Requirements

Funding Source: 102011.7363
(Business Unit & Account No.)

Doc ID:

Exhibit A

Proposed Scope of Services & Fees

Lodi Health proposes to provide annual physicals to the Lodi Fire Department. Such physicals shall be completed promptly with physical results provided to the designated City staff in a mutually agreed upon methodology. Lodi Health shall not provide any protected health information to the City in any manner. The City shall be solely entitled to receive medical clearance for the employee to perform the duties of a firefighter.

Annual physical components and associated expenses per City employee:

A) Firefighters

- Pulmonary function \$ 35.00
- Respirator evaluation \$ 15.00
- Fitness assessment \$ 40.00
- DOT physical \$ 50.00
- EKG with report \$ 45.00
- PPD skin test \$ 15.00
- Influenza vaccine \$ 20.00
- Diptheria Tetanus immunization \$ 30.00
- Complete Blood Count (CBC) \$ 12.00
- Urine dip \$ 11.00

B) Hazmaters

- Above physical components
- Chest X-ray 2 view \$ 90.00
- Immunoassay fecal occult blood \$ 22.00
- Comprehensive Metabolic Panel \$ 12.00
- Prostate specific antigen \$ 15.00
- Stress EKG \$200.00

C) Optional Service

- Wellness Program Participation \$ 30.00 per employee/year
 - Yearly Comprehensive Health Risk Assessment (HRA)
 - Biometric Screenings - blood pressure, laboratory lipid & chem. panel, weight & waist measurements
 - Detailed results provided and one time direct personal feedback given for each risk with insight and suggestions for improvement of health
 - Free Lodi Health Fitness membership for High Risk participants



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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$3,000,000 Ea. Occurrence | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Occurrence |
| 3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u>
Not less than \$3,000,000 per Claim. Certificate of Insurance only required. | |

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

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

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

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

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

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

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

RESOLUTION NO. 2013-_____

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH LODI HEALTH FOR
THE FIRE DEPARTMENT'S ANNUAL PHYSICALS

=====

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

WHEREAS, in October 2013, the City cancelled its contract in search of a new provider; and

WHEREAS, staff recommends entering into a three year contract with Lodi Memorial Hospital Association, Inc., dba Lodi Health, which has offices located in Lodi, Stockton, and Lone, and provides the City's occupational health services; and

WHEREAS, by contracting with Lodi Health, cost savings can be found in the annual firefighter physical's reduced expenses and overtime.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby authorize the City Manager to enter into a contract with Lodi Memorial Hospital Association, Inc., dba Lodi Health for the Fire Department's annual physicals.

Date: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant and Sobriety Checkpoint Grant funded by the Office of Traffic Safety and Appropriate Funds in the amount of \$182,300

MEETING DATE: October 16, 2013

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing Lodi Police Department to participate in a Selective Traffic Enforcement Program Grant and a Sobriety Checkpoint Grant funded by the Office of Traffic Safety and appropriating funds in the amount of \$182,300.

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

The OTS develops rankings based on the Statewide Integrated Traffic Records System data for collisions reported by agencies other than the California Highway Patrol. The most recent available rankings are for 2010. Lodi is ranked 37th out of 103 California municipalities in the 50,000-to-100,000 population category.

By adopting this resolution, the Police Department will receive \$182,300 in grant funding from the Office of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will reduce motorcycle-involved fatal and injury collisions and bicycle/pedestrian-involved collisions.

To address DUI, the Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct 12 DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Police Department will conduct driver's license checkpoints at all DUI checkpoints.

With Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$182,300 to the City to fund enhanced enforcement, grant-required training, and the purchase of related materials and equipment.

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

FUNDING AVAILABLE: 2013/2014 DUI Selective Traffic Enforcement Program Grant (236021)
2013/2014 DUI Sobriety Checkpoint Grant (236020)

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolutions Authorizing Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant and Sobriety Checkpoint Grant funded by the Office of Traffic Safety and Appropriate Funds (\$182,300)
October 16, 2013
Page Two

Jordan Ayers
Deputy City Manager/Internal Services Director

Mark Helms
Chief of Police

MH/SC/PO/pjt

Prepared by: Sgt. Shad Canestrino

cc: City Attorney

STATE OF CALIFORNIA

EDMUND G. BROWN JR., GOVERNOR

OFFICE OF TRAFFIC SAFETY

2208 KAUSEN DRIVE, SUITE 300
ELK GROVE, CA 95758
www.ots.ca.gov
(916) 509-3030
(800) 735-2929 (TT/TDD-Referral)
(916) 509-3055 (FAX)



September 26, 2013

Grant No. PT1462

David Griffin, Lieutenant
Lodi Police Department
215 West Elm Street
Lodi, CA 95240

A handwritten signature in black ink, appearing to be "OK" followed by a stylized flourish.

Dear Lieutenant Griffin:

The Office of Traffic Safety (OTS) has approved your traffic safety grant as part of the California Traffic Safety Program.

Costs incurred must be in accordance with your grant agreement, and recorded in your accounting system. No other costs can be allowed without OTS approval. Costs incurred prior to the starting date or subsequent to the closing date of this grant are not reimbursable.

Within the first quarter of your grant period, your Coordinator will provide you with information about operational and fiscal requirements, as well as tools to manage your new grant.

Please refer to the above grant number in all your communications with this office. If you have any questions, please contact Jady Ramirez, Regional Coordinator, at (916) 509-3022 or e-mail at jady.ramirez@ots.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to be "Russia Chavis".

RUSSIA CHAVIS
Acting Director

JR:kn

Enclosures

cc: Konradt Bartlam
Ruby Paiste
Fiscal

1. GRANT TITLE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

2. NAME OF APPLICANT AGENCY
CITY OF LODI

4. GRANT PERIOD

3. AGENCY UNIT TO HANDLE GRANT
POLICE DEPARTMENT

From: 10/01/13
To: 09/30/14

5. GRANT DESCRIPTION
To reduce the number of persons killed and injured in crashes involving alcohol, speed, red light running, and other primary collision factors, "best practice" strategies will be conducted on an overtime basis. The funded strategies may include: DUI saturation patrols to apprehend drunk drivers; warrant service operations targeting DUI violators who failed to appear in court or violate probation; stakeouts, a "HOT Sheet" program and court stings. The program may also concentrate on speed, aggressive driving, seat belt enforcement, intersection operations with disproportionate numbers of traffic crashes and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 89,350.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* - OTS Grant Program Manual

Items shown with an asterisk (), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. APPROVAL SIGNATURES

A. GRANT DIRECTOR
NAME: DAVID GRIFFIN PHONE: 209-333-5517
TITLE: LIEUTENANT FAX: 209-333-6792
ADDRESS: 215 W. ELM STREET
LODI, CA 95240
E-MAIL: DGRIFFIN@PD.LODI.GOV
David L. Griffin 8/16/13
(Signature) (Date)

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY
NAME: KONRADT BARTLAM PHONE: 209-333-6700
TITLE: CITY MANAGER FAX: 209-333-6807
ADDRESS: 221 W. PINE STREET
LODI, CA 95240
E-MAIL: KBARTLAM@LODI.GOV
Konradt Bartlam 8-20-13
(Signature) (Date)

C. FISCAL OR ACCOUNTING OFFICIAL
NAME: RUBY PAISTE PHONE: 209-333-2591
TITLE: FINANCE MANAGER FAX: 209-333-6795
ADDRESS: 310 W. ELM STREET
LODI, CA 95240
E-MAIL: RPAISTE@LODI.GOV
Ruby R. Paiste 8/16/13
(Signature) (Date)

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS
NAME: FINANCE DEPARTMENT
ADDRESS: 310 WEST ELM STREET
LODI, CA 95240

9. DUNS NUMBER
DUNS #: 020004552
REGISTERED ADDRESS & ZIP: 221 W. PINE STREET
LODI, CA 95241-1910

Approved as to form *[Signature]*
City Attorney

EFFECTIVE DATE OF AGREEMENT: 10/1/2013		GRANTEE CITY OF LODI	GRANT NO. PT1462
8. Fin Action No. 1	Date: 8/28/2013	10. TYPE OF AGREEMENT	Initial <input checked="" type="checkbox"/> Revision <input type="checkbox"/> Cont. <input type="checkbox"/>
Revision No.	Date:	PAID MEDIA	PROGRAM INCOME
			TASK NO. 2
			F.F.Y. 2014

9. Action Taken
Initial approval of 2014 HSP funds obligated.

11. FUNDING DISPOSITION & STATUS	
Fiscal Year	Amount
2013-14	89,350.00
Total	89,350.00
Obligated This Action	89,350.00
Previously Obligated	0.00
Total Amount Obligated	89,350.00
Amount Suspended	0.00
TOTAL FUNDS PROGRAMMED	89,350.00

FUNDING DETAIL				
FUND	CFDA	ITEM/APPROPRIATION	FY	AMOUNT
164AL	20.608	2700-101-0890 (21/12)	2012-13	\$ 36,301.00
402PT	20.600	2700-101-0890 (21/12)	2012-13	\$ 53,049.00

12. BUDGET SUMMARY (From Schedule B Detail) - FISCAL YEAR GRANT PERIOD ENDING: 9/30/2014

COST CATEGORY	2013-14 GRANT PERIOD	PRIOR GRANT	2013-14 TOTAL GRANT	TOTAL GRANT BUDGET ESTIMATE
A. Personnel Costs	56,672.00	0.00	56,672.00	56,672.00
B. Travel Expenses	6,000.00	0.00	6,000.00	6,000.00
C. Contractual Services	0.00	0.00	0.00	0.00
D. Equipment	15,467.00	0.00	15,467.00	15,467.00
E. Other Direct Costs	11,211.00	0.00	11,211.00	11,211.00
F. Indirect Costs	0.00	0.00	0.00	0.00
TOTAL FEDERAL FUNDS	89,350.00	0.00	89,350.00	89,350.00

13. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS

A. APPROVAL RECOMMENDED BY

NAME: JADY RAMIREZ
TITLE: Regional Coordinator
PHONE: (916) 509-3052
E-MAIL: judy.dancy@ots.ca.gov
 Office of Traffic Safety
 2208 Kausen Drive, Suite 300
 Elk Grove, CA 95758

Signature 

B. AGREEMENT & FUNDING AUTHORIZED BY

NAME: LESLIE WITTEN-ROOD
TITLE: Assistant Director, Operations
 Office of Traffic Safety
 2208 Kausen Drive, Suite 300
 Elk Grove, CA 95758

Signature 

GRANT DESCRIPTION

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PROBLEM STATEMENT

In 2011, California's traffic fatalities increased 2.6 percent (2,720 vs. 2,791) – still one of the lowest levels since the federal government began recording traffic fatalities in 1975. California 2011 Mileage Death Rate (MDR) – fatalities per 100 million miles traveled - is 0.87, and marks the third time California has been below 1.0. California is much better than the national 1.11 MDR. Fatality rates increased 3 percent from 2010 to 2011, and are projected to increase an additional 3 percent in 2012.

Alcohol-impaired driving fatalities (fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater) matches our historic low of 774 in 2010 and 2011. The 774 figure is the lowest DUI death total ever. As a percent of total fatalities, alcohol-impaired fatalities decreased from 29 percent in 2010 to 28 percent in 2011. This number has remained virtually unchanged in the past five years and DUI arrests have dropped in 2011 to 180,212 as compared to 195,897 in 2010. The 2011 DUI arrest figure represents the lowest DUI arrests since 2002.

For the second year in row, OTS commissioned an observational survey of cell phone use by drivers within the state, looking for hand-held and hands-free talking as well as texting and other use of mobile devices while driving. The overall rate was 10.8 percent of drivers on the road using cell phones at any given daylight time, up from 7.3 percent in 2011. Although observed cell phone use increases were seen across all age groups, 16 to 25 year olds showed a dramatic rise, doubling from 9 percent to 18 percent.

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

Motorcycle fatalities increased 15 percent from 352 in 2010 to 414 in 2011. Projections indicate a similar number were killed in 2012.

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Primary Collision Factor: Over the years, approximately 60 to 75 percent of fatal and injury-combined collisions involved various Primary Collision Factors (PCF) such as, DUI, speed, right-of-way, traffic signals and signs, pedestrian violations, and improper turning.

Statewide Primary Collision Factors	2010	
	Fatal	Injury
1. Improper Turning	512	21,764
2. Driving Under the Influence	470	12,477
3. Speed	394	48,999
4. Traffic Signals & Signs	362	5,460
5. Right of Way	167	24,897
Total	1,905	113,597
Total Fatal and Injury Collisions	162,569	

Using local data (not OTS Rankings or SWITRS), complete the table below.

Collision Type	2010				2011				2012			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	2		2		1		1		0		0	
Injury	193		253		241		320		243		333	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	1	23	1	26	0	24	0	30	0	75	0	30
Hit & Run	0	29	0	33	0	18	0	34	0	246	0	36
Nighttime (2100-0259 hours)	0	26	0	29	1	22	1	34	0	95	0	23
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1-	22107(a) CVC-116 crashes								0	16	0	22
#2-	22350 CVC-113 crashes								0	47	0	63
#3-	23152(a) CVC-75 crashes								0	22	0	30

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OFFICE OF TRAFFIC SAFETY – 2010 RANKINGS

The OTS Rankings provide individual cities a way to compare their city's traffic safety statistics to those of other cities with similar-sized populations. Cities can use these comparisons to see what traffic safety areas they may have problems in and which they were doing well in. Identifying emerging or on-going traffic safety problem areas help cities plan how to combat the problems. It should be noted that OTS rankings are only indicators of potential problems; there are many factors that may either understate or overstate a city/county ranking that must be evaluated based on local circumstances.

The OTS Rankings are determined by the following: (1) Victim and collision data for the rankings is taken from the latest available California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) data; (2) Victim and collision rankings are based on rates of victims killed and injured or fatal and injury collisions per "1,000 daily-vehicle-miles-of-travel" (Caltrans data) and per "1,000 average population" (Department of Finance data) figures. This more accurately ensures proper weighting and comparisons when populations and daily vehicle miles traveled vary; (3) DUI arrest totals and rankings are calculated for cities only and are based on rates of non-CHP DUI arrests (Department of Justice data). This is so that local jurisdictions can see how their own efforts are working; and (4) Counties are assigned statewide rankings, while cities are assigned population group rankings.

NOTE: City rankings are for incorporated cities only. County Rankings include all roads – state, county and local – and all jurisdictions – CHP, Sheriff, Police and special. OTS Rankings are calculated so that the higher the number of victims or collisions per 1000 residents in a population group, the higher the ranking. Number 1 in the rankings is the highest, or "worst." So, for Group B, a ranking of 1/53 is the highest or worst, 27/53 is average, and 53/53 is the lowest or best. The same methodology also applies for DUI arrest rankings.

AGENCY	NCIC	COUNTY	GROUP	POPULATION (AVG)	DVMT
Lodi	3902	SAN JOAQUIN COUNTY	C	62,284	524,033
<u>TYPE OF COLLISION</u>		VICTIMS KILLED AND INJURED		RANKING BY DAILY VEHICLE MILES TRAVELED	RANKING BY AVERAGE POPULATION
Total Fatal and Injury.....		255		31/103	37/103
Alcohol Involved.....		27		31/103	38/103
HBD Driver <21.....		3		32/103	38/103
HBD Driver 21-34.....		4		66/103	74/103
Motorcyclists		7		48/103	58/103
Pedestrians.....		24		20/103	22/103
Pedestrians		8		9/103	10/103
Pedestrians		2		36/103	43/103
Bicyclists.....		24		26/103	33/103
Bicyclists		2		63/103	70/103
Composite				27/103	32/103
		COLLISIONS			
Speed Related.....		34		46/103	55/103
Nighttime.....		26		17/103	23/103
Hit and Run.....		29		9/103	7/103
		DUI ARRESTS	244	0.65 %	66/103

GRANT DESCRIPTION

PERFORMANCE MEASURES

GRANT GOALS

1. To reduce the number of persons killed in traffic collisions.
2. To reduce the number of persons injured in traffic collisions.
3. To reduce the number of persons killed in alcohol-involved collisions.
4. To reduce the number of persons injured in alcohol-involved collisions.
5. To reduce the number of persons killed in drug-involved collisions.
6. To reduce the number of persons injured in drug-involved collisions.
7. To reduce the number of motorcyclists killed in traffic collisions.
8. To reduce the number of motorcyclists injured in traffic collisions.
9. To reduce the number of motorcyclists killed in alcohol-involved collisions.
10. To reduce the number of motorcyclists injured in alcohol-involved collisions.
11. To reduce hit & run fatal collisions.
12. To reduce hit & run injury collisions.
13. To reduce nighttime (2100 – 0259 hours) fatal collisions.
14. To reduce nighttime (2100 – 0259 hours) injury collisions.

GRANT OBJECTIVES

1. To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. To include, when appropriate, that an at fault driver was suspected of or was in fact drug impaired (if possible note the drug involved, e.g., marijuana, prescription drugs, etc.) when reporting to the media the details from a crash or crash investigation.
3. To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used or is substantially changed, a draft press release should first be sent to the OTS PIO for approval. Drafts should be sent for approval as early as possible to ensure adequate turn-around time. Optimum lead time would be 10-20 days prior to the operation. Media communications reporting the results of grant activities such as Enforcement Operations are exempt from the recommended advance approval requirement. Activities such as warrant service operations, probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.

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4. To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
5. To issue a press release prior to each motorcycle safety enforcement operation to raise awareness about motorcycle safety in general and to draw attention to the motorcycle safety enforcement operations. If an OTS template is not used, the draft press releases, media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
6. To email the OTS Public Information Officer at pio@ots.ca.gov, and copy your OTS Coordinator, at least 30 days in advance a short description of any significant grant related traffic safety event or program so OTS has enough notice to arrange for attendance and/or participation in the event.
7. To submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the production or duplication.
8. To include the OTS logo, space permitting, on grant funded print materials; consult your OTS Coordinator for specifics relating to this grant.
9. To develop and/or maintain a "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions by December 31. Updated Hot Sheets should be distributed to patrol and traffic officers monthly.
10. To submit (not required but encouraged by OTS) a California Law Enforcement Challenge application to CHP according to instructions on the CHP website <http://www.chp.ca.gov/features/clec.html> and submit a copy of the application to the Office of Traffic Safety by the last Friday of March.
11. To send 4 law enforcement personnel to the NHTSA-certified Standardized Field Sobriety Testing (SFST) training by January 31.
12. To send 4 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training by January 31.
13. To send 2 law enforcement personnel to the IACP-certified Drug Recognition Expert (DRE) training program by March 31.
14. To conduct 36 DUI Saturation Patrols.
15. To conduct 9 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
16. To conduct 14 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
17. To conduct 10 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning and other primary collision factor violations by motorcyclists and other drivers.

GRANT DESCRIPTION

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18. To conduct 2 Warrant Service operation(s) targeting multiple DUI offenders who violate probation terms or fail to appear in court.
19. To participate in the National Distracted Driving Awareness Month in April.
20. To participate in the statewide Click It or Ticket mobilization period in May.
21. To collaborate with the county's "Avoid DUI Coalition" by: participating in all planning and scheduling meetings and MADD/Avoid DUI Seminars; providing your county Avoid Coordinator (Host) with your agency's schedule of operations that occur during any Avoid operational campaign period; and reporting daily, during holiday Avoid efforts, to the county Avoid Coordinator your agency's DUI arrests & DUI fatality information for the Avoid media campaign.

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

METHOD OF PROCEDURE

Phase 1 – Program Preparation, Training and Implementation (1st Quarter of the Grant Year)

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

Phase 2 – Community Awareness (Throughout Grant Period)

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

Phase 3 – Data Collection & Reporting (Throughout Grant Period)

- The police department will submit a Quarterly Performance Report (QPR) and a separate quarterly Schedule C within 30 days following each calendar quarter.
- The final QPR, Schedule C, Claim and Executive Summary are due to OTS 30 days following the end of the grant period.
- Reports shall be completed and submitted in accordance with OTS requirements specified in the Grant Program Manual.

METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will prepare the Executive Summary to accompany the final QPR. The Executive Summary will: (1) briefly state the original problem; (2) specify the most significant goals and objectives; (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals; and (4) describe the program's accomplishments as they relate to the goals and objectives.

ADMINISTRATIVE SUPPORT

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

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT1462
 Lodi Budget

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED
402PT	20.600	STATE AND COMMUNITY HIGHWAY SAFETY

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	FY-1 10/1/13 thru 9/30/14		
A. PERSONNEL COSTS				
Positions and Salaries				
Overtime				
Traffic Enforcement Operations	20.600	\$ 8,039.00		\$ 8,039.00
Motorcycle Enforcement Operations	20.600	\$ 5,742.00		\$ 5,742.00
Distracted Driving Operations	20.600	\$ 15,504.00		\$ 15,504.00
Benefit Rate @ 8.45%	20.600	\$ 2,475.00		\$ 2,475.00
DUI Saturation Patrols	20.608	\$ 20,673.00		\$ 20,673.00
Warrant Service Operations	20.608	\$ 2,297.00		\$ 2,297.00
Benefit Rate @ 8.45%	20.608	\$ 1,942.00		\$ 1,942.00
Category Sub-Total		\$ 56,672.00		\$ 56,672.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 3,822.00		\$ 3,822.00
In-State	20.608	\$ 178.00		\$ 178.00
Out-of-State	20.600	\$ 2,000.00		\$ 2,000.00
Category Sub-Total		\$ 6,000.00		\$ 6,000.00
C. CONTRACTUAL SERVICES				
None				
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
Changeable Message Sign Trailer with Radar	20.600	\$ 15,467.00		\$ 15,467.00
Category Sub-Total		\$ 15,467.00		\$ 15,467.00
E. OTHER DIRECT COSTS				
Wireless Interface Device	20.608	\$ 1,000.00		\$ 1,000.00
Portable Radio	20.608	\$ 10,211.00		\$ 10,211.00
Category Sub-Total		\$ 11,211.00		\$ 11,211.00
F. INDIRECT COSTS				
None				
Category Sub-Total		\$ -		\$ -
GRANT TOTAL			\$ 89,350.00	\$ 89,350.00

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT1462
Lodi Budget

SCHEDULE B-1
GRANT NO. PT1462

BUDGET NARRATIVE

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PERSONNEL COSTS

Overtime

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

Costs are estimated based on an overtime hourly rate range of \$ 58.88 /hour to \$ 71.78 /hour.

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

Overtime Benefit Rates

Workers Compensation	7.00%
Medicare	1.45%
TOTAL BENEFIT RATE	8.45%

TRAVEL EXPENSE

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

Out-Of-State - Appropriate staff may attend Lifesavers (Nashville, TN) and Governors Highway Safety Association annual meeting (Grand Rapids, MI) in support of the grant goals and objectives. *All out-of-state travel not specifically identified in the Schedule B-1 (Budget Narrative) must receive written approval from the OTS Director. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

SCHEDULE B-1
GRANT NO. PT1462

BUDGET NARRATIVE

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EQUIPMENT

1 **Changeable Message Sign Trailer(s)** - fully equipped changeable message sign trailer(s) that is portable and fully programmable with a digital display to post traffic safety messages and information during OTS funded operations.

OTHER DIRECT COSTS

4 **Wireless Interface Device(s)** – communication device that integrates into the motorcycle helmet for officer communication. This allows officer to officer communication up to one mile away when the police radio is busy during OTS funded operations including distracted driving and saturation patrols.

4 **Portable Radio(s)** - Wireless communication system that integrates into the motorcycle helmet and allows communication between officers and dispatch as well as communication between officers while conducting grant related activities.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (88), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (101), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (100), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (92), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (91), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/Grant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Instructions for Lower Tier Certification

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

1. AA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Police Department	5. DATE:	10/3/13
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	236	236020	5604	OTS Selective Traffic Enforcement Program	\$ 89,350.00
B. USE OF FINANCING	236	236020	7102	Overtime	\$ 56,672.00
			7358	Training and Education	\$ 6,000.00
			7718	Grant Equipment	\$ 15,467.00
			7359	Small Tools And Equipment	\$ 11,211.00

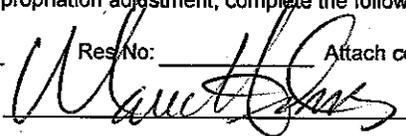
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Grant funds will cover staff overtime to conduct DUI saturations, traffic enforcement operations, motorcycle operations, bicycle/pedestrian enforcement, and special enforcement operations. Grant funds are also allocated to cover the cost of grant mandated training for staff and supplies and equipment.

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

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

Department Head Signature:  _____

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

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



The Regents of the University of California
 School of Public Health, Berkeley,
 with Primary Funding from the
 California Office of Traffic Safety

GRANT NUMBER
SC14230

GRANT

1. Title of Program

SOBRIETY CHECKPOINT GRANT PROGRAM FOR 2013-2014

2. Name of Applicant Agency

LODI, CITY OF

4. Period of Grant

Month - Day - Year

From: 10/01/13

To: 09/30/14

3. University of California Berkeley, Safe Transportation Research and Education Center
DAVID RAGLAND, PRINCIPAL INVESTIGATOR, UC BERKELEY SAFE TRANSPORTATION RESEARCH AND EDUCATION CENTER

5. Description of Program

The goal of the Sobriety Checkpoint Grant Program for 2013-2014 is to reduce the number of victims killed and injured in alcohol-involved crashes in participating cities. The period of this grant contract ("contract"), October 01, 2013 to September 30, 2014, encompasses two national mobilization periods: the Winter Holiday Mobilization period, December 13, 2013 - January 01, 2014, and the Labor Day Mobilization period, August 15, 2014 - September 01, 2014. The Lodi Police Department will conduct sobriety checkpoints in Lodi in accordance with this contract. The contract includes the attached Schedule A - Descriptions, Schedule B - Detailed Budget Estimate, Schedule B-1 - Budget Narrative, and Schedule C - Terms and Conditions.

6. Federal Funds Allocated Under This Grant Shall Not Exceed:

\$92,950.00

7. Approval Signatures (By signing this page, Agency agrees to the terms and conditions which follow and are attached)

A. The Regents of the University of California Authorized Signature

Name: David Ragland Phone: (510) 642-0655

Title: Director, SafeTREC Fax: (510) 643-9922

Address: UC Berkeley
 Safe Transportation Research and Education Center
 2614 Dwight Way #7374
 Berkeley, CA 94720-7374

Email: davidr@berkeley.edu

David Ragland
 (Signature)

9/2/13
 (Date)

B. Authorizing Official For Applicant Agency

Name: David Griffin Phone: (209) 333-5517

Title: Lieutenant Fax: (209) 333-6792

Address: 215 West Elm Street
 Lodi, CA 95240

Email: dgriffin@pd.loji.gov

David Griffin
 (Signature)

8-23-13
 (Date)

C. Agency Office Authorized to Receive Payments

Agency: Lodi, City of Phone: (209) 333-2591

Office: Finance Department

Address: 310 West Elm Street
 Lodi, CA 95240

Tax ID #: 94-6000361

Contact Person: Ruby Paiste

Email: rpaiste@pd.loji.gov

D. Optional: Individuals Authorized to Sign Claims (in addition to the Authorizing Official For Applicant Agency)

Name: Mark Helms Title: Chief

Mark Helms
 (Signature)

10-3-13
 (Date)

Name:

Title:

(Signature)

(Date)

[Signature]
 City Attorney

**Schedule A - Description
Sobriety Checkpoint Grant Program for 2013-2014**

GOALS

1. To reduce the number of victims killed in alcohol-involved crashes.
2. To reduce the number of victims injured in alcohol-involved crashes.
3. To reduce nighttime (2100 hours to 0259 hours) fatal crashes.
4. To reduce nighttime (2100 hours to 0259 hours) injury crashes.
5. To reduce hit and run fatal crashes.
6. To reduce hit and run injury crashes.

AGENCY OBJECTIVES

1. To conduct a total of 12 sobriety checkpoints by September 30, 2014 (should be a minimum of one checkpoint per mobilization).

NOTE: If a department elects to combine a Driver License (DL) checkpoint with a sobriety checkpoint, the department should: 1) inform the public (via the press release) that driver licenses will be checked and 2) conduct DUI/DL checkpoint operations with signs reading, "DUI/Driver License Checkpoint Ahead".

To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DREs) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be National Highway Traffic Safety Administration (NHTSA) Standardized Field Sobriety Test (SFST) trained and certified.

To maximize effectiveness, checkpoint operations may be conducted at more than one location on any evening. Each checkpoint should be highly publicized and visible. **The Office of Traffic Safety (OTS) does not fund or support independent DL checkpoints.**

Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours. When practicable it is recommended that checkpoint operations run until 0300 hours.

2. If appropriate, a supervisor(s) should attend OTS-sponsored "DUI Checkpoints - Planning and Management" eight-hour, POST-certified training by December 31, 2013. Officers are encouraged to attend this training as well.
3. To collect and report checkpoint statistics on-line for checkpoints conducted during the Winter and Labor Day mobilization periods and submit the data by the deadlines established by the Safe Transportation Research and Education Center (SafeTREC).
4. To collect and report checkpoint statistics on-line for checkpoints conducted outside the mobilization periods and to submit the data by the end of the applicable quarter(s).

**Schedule A - Description (continued)
Sobriety Checkpoint Grant Program for 2013-2014**

MEDIA OBJECTIVES

1. After the statewide kick-off press event, issue a press release announcing the kick-off of this grant, using the OTS kick-off press release template provided by SafeTREC.
2. During the mobilization periods (December 13 - January 1 and August 15 - September 1), if an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
3. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at pio@ots.ca.gov for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
4. Grantee should use OTS's tagline "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
5. To use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."
6. Grantee should issue to the media a post-operational news release reporting the results of the checkpoint (do not submit to OTS media communications reporting the results of checkpoints). Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

METHOD OF PROCEDURE

Phase I: Program Preparation (October 1, 2013 – December 12, 2013)

1. Review the contract to ensure compliance with contract provisions.
2. Notify SafeTREC of any changes in contact information. The contract, purchase order number, and Fact Blasts are emailed to the contact person listed in the agency application.
3. Attend OTS-sponsored "DUI Checkpoints – Planning and Management" eight-hour, POST-certified training by December 31, 2013.
4. Plan checkpoint staffing, e.g., supervisors, officers, clerical staff, or community service officers as needed to staff each sobriety checkpoint on an overtime basis.
5. Send a written request to SafeTREC to seek approval of any changes to grant funded work or deliverables.
6. Order grant approved checkpoint supplies, if applicable.

Schedule A - Description (continued)
Sobriety Checkpoint Grant Program for 2013-2014

Phase II: Mobilization (December 13, 2013 – January 1, 2014 and August 15, 2014 – September 1, 2014)

7. After the statewide kick-off press event in December, grantee should issue a press release announcing the kick-off of this grant using the OTS kick-off press release template provided by SafeTREC.
8. If an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
9. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts, and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at pio@ots.ca.gov for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
10. Use OTS's tagline, "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
11. Conduct roll call training. Roll call training costs are not reimbursable.
12. To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DREs) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be NHTSA SFST trained and certified.
13. Begin the checkpoint no earlier than 1800 hours and if possible and practicable, operate the checkpoint until 0300 hours.
14. Conduct the last checkpoint no later than September 30, 2014.

Phase III: Post Operational Data Reporting (at the end of each mobilization period and each applicable calendar quarter)

15. Submit post-operational data on-line for checkpoints conducted during the Winter Holiday and Labor Day mobilizations. Submit data by the SafeTREC deadlines.
16. Submit post-operational data on-line for checkpoints conducted outside the mobilization periods. Submit the data by the end of the applicable quarter. If multiple checkpoints are conducted during the quarter, summarize (total) the checkpoint statistics.
17. Issue to the media a post-operational news release reporting the results of the checkpoint. Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

Phase IV: Claim Submission (at the end of the applicable calendar quarter)

18. Compile actual overtime and checkpoint supply costs incurred for operating the grant-funded checkpoints.
19. Download the claim form from the SafeTREC web site at:
http://www.safetrec.berkeley.edu/checkpointgrants/2013_2014checkpoint.html
20. Complete the claim form for the applicable quarter in accordance with Schedule B – Detailed Budget Estimate and Schedule B-1 – Budget Narrative.
21. Mail the claim forms for the quarter, with the required supporting documentation (specified in Schedule B-1) to SafeTREC following the end of the applicable calendar quarter.

**Schedule B - Detailed Budget Estimate
Sobriety Checkpoint Grant Program for 2013-2014**

The Lodi, City of will conduct a total of 12 sobriety checkpoints in Lodi as described in Table B below.

Table B

	Number of Checkpoints	Cost Per Checkpoint	Total Cost
Winter Holiday Mobilization, December 13, 2013 – January 01, 2014 (should be a minimum of one checkpoint)	1	\$7,100.00	\$7,100.00
Labor Day Holiday Mobilization, August 15, 2014 – September 01, 2014 (should be a minimum of one checkpoint)	1	\$7,100.00	\$7,100.00
Number of checkpoints outside the mobilization periods	10	\$7,100.00	\$71,000.00
Total Number of Checkpoints	12	Maximum Reimbursable Amount for Checkpoints	\$85,200.00

The cost per checkpoint includes overtime benefits. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

Maximum Reimbursable Amount for Checkpoint Supplies	\$7,750.00
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Only OTS-approved supplies will be reimbursed. The prices of supplies will be reimbursed in accordance with policies established by the OTS.

Grant Total Amount (Maximum Reimbursable Amount for Checkpoints + Maximum Reimbursable Amount for Checkpoint Supplies)	\$92,950.00
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**Schedule B-1 - Budget Narrative
Sobriety Checkpoint Grant Program for 2013-2014**

Lodi, City of will be reimbursed for overtime personnel costs and checkpoint supplies to conduct the checkpoints.

Overtime reimbursement will reflect actual costs (overtime hourly rate and overtime benefit rates) of the personnel conducting the appropriate operation(s) up to the amount of the approved cost per checkpoint and the grant total stated in Schedule B- Detailed Budget Estimate. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

Budgeted grant activities will be conducted by personnel on an overtime basis; supplanting is not allowable. The grant covers only the costs of police department personnel. Grants do not cover contractual services. Grant-funded operations may be conducted by personnel such as an officer, sergeant, corporal, deputy, community service officer, dispatcher, clerical/administrative, etc. depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives. Administrative/clerical personnel are allowable only if they worked on the checkpoint operation, e.g., to process the larger than normal volume of citations, towing records, and arrest/incident reports. These reports must be a result of the operation and required to be processed quickly for distribution to the courts and the District Attorney's Office, or to meet statutory time limits. Clerical overtime incurred before the checkpoint or more than one business day after the last day of the checkpoint is not allowable. Costs for preparing claims are not reimbursable.

OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that: 1) the total cost of supplies, including tax and shipping, does not exceed the awarded amount specified in Schedule B; and 2) the unit prices of checkpoint supplies do not exceed OTS-established unit costs. Download the Checkpoint Supply Policy from the SafeTREC website to ensure compliance of checkpoint supply purchases. Other direct costs are not reimbursable, except for OTS-approved checkpoint supplies.

Indirect costs are not reimbursable.

Reimbursements are contingent upon the following (exceptions must be approved by SafeTREC):

- i. The applicable post-operational data have been submitted using SafeTREC's on-line reporting system.
- ii. The claim form is correctly filled out, using the SafeTREC Excel-based form.
- iii. The claim amounts do not exceed the limits set forth in *Schedule B -Detailed Budget Estimate*.
- iv. The information in the overtime slips and the ledger report are consistent and fully support the claim.
- v. A ledger report(s) supporting the claim amount is attached to the claim. Only source documents are accepted to support the claim amount. Explanatory documentation such as spreadsheets may be submitted to provide additional information but cannot be accepted in lieu of a ledger report(s).
- vi. An invoice(s) for the amount of checkpoint supplies is attached to the claim. The invoice must contain a sufficient description of the purchased item(s), quantity, and unit cost.
- vii. The claim is signed by the Authorizing Official (Box B of the grant cover page) or Individuals Authorized to Sign Claims (Box D) as designated in the grant cover page.
- viii. Changes in the Authorizing Official For the Applicant Agency or the designation of any other additional individual(s) to sign claims are documented in accordance with SafeTREC documentation requirements.
- ix. The final claim is submitted no later than October 31, 2014.

**Schedule C - Terms and Conditions
Sobriety Checkpoint Grant Program for 2013-2014**

A. INDEMNIFICATION

Applicant Agency agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, the Regents of the University of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Applicant Agency in the performance of this contract.

B. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California.

C. NON-ASSIGNABILITY

The obligations of the applicant agency under this Contract are not assignable to any third party.

D. USE OF UNIVERSITY NAME/TRADEMARKS

Applicant Agency shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of the Applicant Agency, its products, or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Business Outreach. This policy is in compliance with the State of California Education Code Section 92000.

E. TERMINATION

Each party has the right to suspend, terminate or abandon the execution of any work by the Applicant Agency without cause at any time upon giving prior written notice. In the event that this contract is suspended, terminated, or abandoned, the Regents of the University of California shall pay the Applicant Agency for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Schedules B and B-1, provided that the maximum amount payable to the Applicant Agency for its services shall not exceed the Grant Total Amount on Schedule B for services provided hereunder prior to the effective date of suspension, termination, or abandonment.

F. STATE OF CALIFORNIA TERMS, CONDITIONS, AND CERTIFICATIONS

Applicant Agency agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 8.

RESOLUTION NO. 2013-_____

ADOPT RESOLUTION AUTHORIZING LODI POLICE DEPARTMENT TO PARTICIPATE IN
A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT AND SOBRIETY
CHECKPOINT GRANT FUNDED BY THE OFFICE OF TRAFFIC SAFETY AND
APPROPRIATE FUNDS IN THE AMOUNT OF \$182,300.00

=====

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

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

WHEREAS, by adopting this resolution, the Police Department will receive \$182,300 in grant funding from the Office of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will reduce motorcycle involved fatal and injury collisions and bicycle/pedestrian involved collisions; and

WHEREAS, the Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct 12 DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Police Department will conduct driver's license checkpoints at all DUI checkpoints; and

WHEREAS, with Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$182,300 to the City to fund enhanced enforcement, grant required training, and the purchase of related materials and equipment.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby authorize the Lodi Police Department to participate in a selective traffic enforcement program grant and a sobriety checkpoint grant funded by the Office of Traffic Safety and appropriate funds in the amount of \$182,300.

Date: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2012/13

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2012/13.

BACKGROUND INFORMATION: The City's Development Impact Mitigation Fee (IMF) program consists of 10 separate fee categories/funds, plus the public art set-aside and the Regional Transportation Impact Fee. They are Electric, Water, Wastewater, Streets, Regional Transportation, Storm, Police, Fire, Parks and Recreation and General City Facilities. The fees can only be used for new capital improvements/ equipment needed to accommodate new growth. The fees were established in 1991 and updated in 2012.

In accordance with the State's annual reporting requirements, staff has prepared the following exhibits:

Exhibit A - A summary of the current and past fees, beginning and ending balances for each fee account, total fees collected, interest earned, and total expenditures from each account for FY 2012/13.

Exhibit B - A summary by account of public improvement projects on which fees were expended during FY 2012/13.

Revenue from some of the funds is being used to reimburse other funds for costs of past projects that were advanced ahead of the funds being available. These include a \$1.2 million loan from the Water IMF Fund to the Fire IMF Fund for construction of Fire Station No. 4. Additionally, the Water IMF Fund has a remaining loan due of \$50,000 plus interest from the Water Capital Fund that will be repaid as fund balance allows and the General City Facilities IMF Fund has a loan due of \$55,000 to Storm IMF Fund for the Impact Fee Program Update.

Per State law, this information needs to be available to the public at least 15 days prior to review by the City Council. This information has been posted on the City's website and media, such as the *Lodi News Sentinel* and the *Stockton Record*, have been notified of the report's availability.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
Attachments

APPROVED: _____
Konradt Bartlam, City Manager

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2012/13 Annual Report											
4												
5												
6	Fee:	Electrical	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	165	173	182	175	332	338	1215	1216	1217	1218	1214
8												
9	Fee Amount 7/1/12 - 12/31/12 (1)		6,140	5,721	20,924	16,277	2,987	2,249	2,198	31,599	9,084	2%
10	Fee Amount 1/1/13 - 6/30/13 (2)	336	1,720	1,263	567	289	3,014	307	157	1,584	251	33
11												
12	Fund Balance - Beginning of Year	653,586.32	678,301.97	1,154,499.75	739,262.81	304,627.82	396,922.52	557.97	(1,209,006.07)	519,499.75	(71,612.86)	182,484.26
13												
14	Revenues:											
15	Investment Revenues	0	11,791.53	326.23	3,663.80	3,505.10	769.41	778.41	473.71	1,928.17	643.58	394.45
16	Impact Mitigation Fees	6,226.00	29,901.26	2,529.48	3,655.90	289.00	410,674.41	307.00	157.00	1,584.00	251.00	107.61
17	Other Revenue											
18												
19	Total Revenue	6226.00	41,692.79	2,855.71	7,319.70	3,794.10	411,443.82	1,085.41	630.71	3,512.17	894.58	502.06
20												
21												
22	Expenditures:											
23	Capital Projects	0.00	0.00	0.00	(102,722.68)	(75,351.94)	(100,000.00)	0.00	0.00	(65,563.31)	0.00	(15,300.00)
24												
25	Total Expenditures	0.00	0.00	0.00	(102,722.68)	(75,351.94)	(100,000.00)	0.00	0.00	(65,563.31)	0.00	(15,300.00)
26												
27												
28	Other Sources (Uses):											
29	Operating Transfers In											
30	Operating Transfers Out		(704,220.00)									
31												
32	Total Other Sources (Uses)	0.00	(704,220.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33												
34												
35	Total Fund Balance - End of Year	659,812.32	\$15,774.76	\$ 1,157,355.46	\$643,859.83	\$233,069.98	708,366.34	\$1,643.38	(\$1,208,375.36)	\$457,448.61	(\$70,718.28)	\$167,686.32
36	Change in Receivables/Payables (3)		(8.77)	574.29	8,388.63	12,896.28	4,604.13	(0.88)	(0.44)	60,027.60	8.77	206.62
37	Interfund Loans			(1,157,728.84)	(55,000.00)				1,209,024.89		55,000.00	
38	Cash Balance - End of Year	\$659,812.32	\$15,765.99	\$ 200.91	\$597,248.46	\$245,966.26	\$712,970.47	\$1,642.50	\$649.09	\$517,476.21	(\$15,709.51)	\$167,892.94
39												
40												
41												
42												
43												
44												
45												
46												
47												
48												
49												

(1) Fees listed are per acre for one Residential Acre Equivalent (RAE). Each land use presents a different demand for services that are reflected in RAE adjustment factors per LMC 15.64.070. RTIF fee listed is for one residential single family dwelling unit equivalent. Wastewater fees listed are per dwelling unit equivalent. Electrical fees listed are for Residential for a 200 amp panel.

(2) Fees listed are for one unit of residential low density. RTIF fee listed is for one residential single family dwelling unit equivalent. Water/Wastewater fees are per 3/4" residential meter.

(3) Difference between investments and accounts/retentions payable

Cell: C30

Comment: Wastwater COP Debt Service - Future Users Portion (\$700,000)
Refund of fees paid (\$4,220)

Cell: D37

Comment: Loan to Fire IMF for Fire Station #4 project (\$1,209,024.89) and a loan from Water Capital for Well 27 (\$51,051.05).

Cell: E37

Comment: Loan to General City Facilities IMF for the IMF update

Cell: I37

Comment: Loan from Water IMF for Fire Station #4 project.

Cell: K37

Comment: Loan from Storm IMF for the IMF update

EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2012/13

Account No.	Description	Electrical <u>165</u>	Wastewater <u>173</u>	Water <u>182</u>	Storm Drain <u>175</u>	Streets <u>332</u>	RTIF <u>338</u>	Police <u>1215</u>	Fire <u>1216</u>	Parks & Rec <u>1217</u>	General Facilities <u>1218</u>	Art in Public Pl <u>1214</u>
175043	Debenedetti Park Enclosure				89,590.21							
175061	G-Basin Pump Station				13,132.47							
332006	Ham/Harney Signal					75,351.94						
338006	Ham/Harney Signal						100,000.00					
1214015	Bicycle Rack Project											13,050.00
1214016	Traffic Control Box Art											500.00
1214017	Heritage School Watershed Mosaic											1,750.00
1217043	Debenedetti ADA Improvements									64,027.87		
1217743	Roget Park Improvements									1,535.44		
	Total	0.00	0.00	0.00	102,722.68	75,351.94	100,000.00	0.00	0.00	65,563.31	0.00	15,300.00

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE IMPACT MITIGATION FEE
PROGRAM ANNUAL REPORT FOR
FISCAL YEAR 2012-13

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Impact Mitigation Fee Program Annual Report for fiscal year 2012-13, as shown on Exhibits A and B attached and made a part of this Resolution.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2012/13 Annual Report											
4												
5												
6	Fee:	Electrical	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	165	173	182	175	332	338	1215	1216	1217	1218	1214
8												
9	Fee Amount 7/1/12 - 12/31/12 (1)		6,140	5,721	20,924	16,277	2,987	2,249	2,198	31,599	9,084	2%
10	Fee Amount 1/1/13 - 6/30/13 (2)	336	1,720	1,263	567	289	3,014	307	157	1,584	251	33
11												
12	Fund Balance - Beginning of Year	653,586.32	678,301.97	1,154,499.75	739,262.81	304,627.82	396,922.52	557.97	(1,209,006.07)	519,499.75	(71,612.86)	182,484.26
13												
14	Revenues:											
15	Investment Revenues	0	11,791.53	326.23	3,663.80	3,505.10	769.41	778.41	473.71	1,928.17	643.58	394.45
16	Impact Mitigation Fees	6,226.00	29,901.26	2,529.48	3,655.90	289.00	410,674.41	307.00	157.00	1,584.00	251.00	107.61
17	Other Revenue											
18												
19	Total Revenue	6226.00	41,692.79	2,855.71	7,319.70	3,794.10	411,443.82	1,085.41	630.71	3,512.17	894.58	502.06
20												
21												
22	Expenditures:											
23	Capital Projects	0.00	0.00	0.00	(102,722.68)	(75,351.94)	(100,000.00)	0.00	0.00	(65,563.31)	0.00	(15,300.00)
24												
25	Total Expenditures	0.00	0.00	0.00	(102,722.68)	(75,351.94)	(100,000.00)	0.00	0.00	(65,563.31)	0.00	(15,300.00)
26												
27												
28	Other Sources (Uses):											
29	Operating Transfers In											
30	Operating Transfers Out		(704,220.00)									
31												
32	Total Other Sources (Uses)	0.00	(704,220.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33												
34												
35	Total Fund Balance - End of Year	659,812.32	\$15,774.76	\$ 1,157,355.46	\$643,859.83	\$233,069.98	708,366.34	\$1,643.38	(\$1,208,375.36)	\$457,448.61	(\$70,718.28)	\$167,686.32
36	Change in Receivables/Payables (3)		(8.77)	574.29	8,388.63	12,896.28	4,604.13	(0.88)	(0.44)	60,027.60	8.77	206.62
37	Interfund Loans			(1,157,728.84)	(55,000.00)				1,209,024.89		55,000.00	
38	Cash Balance - End of Year	\$659,812.32	\$15,765.99	\$ 200.91	\$597,248.46	\$245,966.26	\$712,970.47	\$1,642.50	\$649.09	\$517,476.21	(\$15,709.51)	\$167,892.94
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(2) Fees listed are for one unit of residential low density. RTIF fee listed is for one residential single family dwelling unit equivalent. Water/Wastewater fees are per 3/4" residential meter.

(3) Difference between investments and accounts/retentions payable

Cell: C30

Comment: Wastwater COP Debt Service - Future Users Portion (\$700,000)
Refund of fees paid (\$4,220)

Cell: D37

Comment: Loan to Fire IMF for Fire Station #4 project (\$1,209,024.89) and a loan from Water Capital for Well 27 (\$51,051.05).

Cell: E37

Comment: Loan to General City Facilities IMF for the IMF update

Cell: I37

Comment: Loan from Water IMF for Fire Station #4 project.

Cell: K37

Comment: Loan from Storm IMF for the IMF update

EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2012/13

Account No.	Description	Electrical <u>165</u>	Wastewater <u>173</u>	Water <u>182</u>	Storm Drain <u>175</u>	Streets <u>332</u>	RTIF <u>338</u>	Police <u>1215</u>	Fire <u>1216</u>	Parks & Rec <u>1217</u>	General Facilities <u>1218</u>	Art in Public Pl <u>1214</u>
175043	Debenedetti Park Enclosure				89,590.21							
175061	G-Basin Pump Station				13,132.47							
332006	Ham/Harney Signal					75,351.94						
338006	Ham/Harney Signal						100,000.00					
1214015	Bicycle Rack Project											13,050.00
1214016	Traffic Control Box Art											500.00
1214017	Heritage School Watershed Mosaic											1,750.00
1217043	Debenedetti ADA Improvements									64,027.87		
1217743	Roget Park Improvements									1,535.44		
Total		0.00	0.00	0.00	102,722.68	75,351.94	100,000.00	0.00	0.00	65,563.31	0.00	15,300.00



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Regarding the Viability of Energy Storage for the City of Lodi
MEETING DATE: October 16, 2013
PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution regarding the viability of energy storage for the City of Lodi.

BACKGROUND INFORMATION: On March 21, 2012, the City Council approved a resolution acknowledging the City of Lodi's obligation regarding energy storage systems as defined under California law (Assembly Bill 2514). Energy storage system means commercially available technology that is capable of absorbing energy, storing it for a period of time and then discharging it for use. On October 17, 2012, staff presented City Council with an update on progress regarding research into energy storage.

The law requires the California Public Utilities Commission to open proceedings to determine appropriate targets, if any, for each load-serving entity to procure viable and cost-effective energy storage systems. For municipal service providers, the law requires the governing board of each local utility to initiate a process for determining targets for energy storage systems.

Electric Utility staff has reviewed a report issued by the Electrical Power Research Institute (EPRI) entitled "Electricity Energy Storage Technology Option - A White Paper Primer on Applications, Costs and Benefits." This EPRI report included information from technology assessments, market analysis, input from energy storage system vendors, and application assessments. This detailed report determined that many of the energy storage options outlined have not been fully validated or "vetted," and thus are not "grid-ready" (or ready for electric service providers to pursue or support at this time). The report does conclude that some of the proposals for energy storage may be "grid-ready" by 2015.

To this end, utility staff has closely reviewed the service territory's (city limits of Lodi) load shape, geographic location, type of customers served, and existing generation portfolio to assess the viability of energy storage in Lodi. With a reasonably high load factor, and the current low cost of investment in generation, the economics behind energy storage are not cost effective at this time.

Staff respectfully recommends supporting the resolution submitted, that states at this time, no cost-effective energy storage systems are viable for the Lodi community.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REGARDING THE VIABILITY OF ENERGY
STORAGE FOR THE CITY OF LODI

=====

WHEREAS, on March 21, 2012, the City Council approved a resolution acknowledging the City of Lodi's obligation regarding energy storage systems as defined under California law (Assembly Bill 2514), and on October 17, 2012, staff presented City Council with an update on progress regarding research into energy storage; and

WHEREAS, the law requires the governing board of each publicly-owned utility to initiate a process for determining targets for energy storage systems; and

WHEREAS, staff has reviewed a report issued by the Electrical Power Research Institute (EPRI) entitled "Electricity Energy Storage Technology Option - A White Paper Primer on Applications, Costs and Benefits," and this report determined that many of the energy storage options outlined have not been fully validated, and thus are not "grid-ready;" and

WHEREAS, staff has closely reviewed the service territory's load shape, geographic location, type of customers served, and existing generation portfolio, and with a reasonably high load factor and the current low cost of investment in generation, has determined that the economics behind energy storage deem it not cost-effective at this time.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby supports the staff assessment that no cost-effective energy storage systems are viable for the Lodi community at this time.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolutions Authorizing Converting Existing Contract Staff by: 1) Approving Job Specification, Salary Range and Addition of One Electric Groundworker and 2) Authorizing Addition of One Electric Lineworker

MEETING DATE: October 16, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolutions authorizing converting existing contract staff by: 1) approving job specification, salary range and addition of one Electric Groundworker and 2) authorizing addition of one Electric Lineworker.

BACKGROUND INFORMATION: The Electric Utility (EU) currently has approved position allocations for three Electric Foreworker and six Electric Lineworker positions, all of which are filled at this time.

Existing staffing is required to meet the minimum electric system maintenance goals and new service requirements. In addition to this ongoing work, EU has undertaken a multi-year capital Streetlight Grounding and Fusing Project to bring our street-lighting system into compliance with current codes and standards with an anticipated completion year of 2020. Staffing for this project has been performed with the addition of two contract labor positions from the International Brotherhood of Electrical Workers hiring hall. EU has experienced high turnover for these positions which continues to interrupt the progress of this project.

A cost comparison, as shown on the attached Exhibit A, demonstrates converting the contract staff to permanent employees results in a maximum annual expense increase of \$7,093 for E Step compensation, or approximately 0.01% of the total EU Budget. In addition, the City will realize time savings for administrative staff by having permanent positions for this project. Therefore, staff recommends Council approve the staffing conversion as outlined in this communication.

FISCAL IMPACT: Maximum annual expense increase of approximately \$7,093.

FUNDING AVAILABLE: Included in FY 2013/14 EU Budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles Berry, Electric Utility Superintendent
EAK/CJB/lst

APPROVED: _____
Konradt Bartlam, City Manager

IBEW

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineman	\$50.30	\$15.32	\$50.00	\$71.87
Line Equipment Man	\$40.17	\$14.05	\$50.00	\$60.47
			Sub-Total/Hr	\$132.34

City of Lodi - EU

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineworker	\$43.69	\$34.31	\$0.00	\$78.00
Groundworker	\$32.35	\$25.40	\$0.00	\$57.75
			Sub-Total/Hr	\$135.75

Total Net Cost/Hr of Labor \$3.41
Total Net Cost/Labor Year \$7,092.80

1. IBEW labor rates provided from Local 47 & 1245 California Outside Line Construction Agreement, effective 6/1/13 - 5/31/14.
2. EU labor rates for Groundworker classification are based upon the proposed salary schedule and EU overhead of 78.53%.
3. Groundworker position would replace the contract IBEW position of Line Equipment Man.

Groundworker

DEFINITION

Under close supervision, performs a variety of unskilled and semi-skilled tasks in the construction, maintenance, and repair of the Electric Utility Department's transmission and distribution systems; performs general electrical warehousing and yard maintenance duties; and performs related duties as assigned.

SUPERVISION EXERCISED AND RECEIVED

Receives supervision from higher level personnel.

EXAMPLES OF DUTIES

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

Operate various types of equipment including: backhoes, tractors, front-loaders, rock saws, hole diggers, boom trucks, digger derricks, forklifts, water trucks, bobcats, cable pullers, cable-tensioners, trenchers, pole-stubbers, portable generators, portable/hydraulic pole setters, jackhammers, and other related equipment.

Operate aerial lift trucks, boom trucks, and other Lodi Electric vehicles, in the course of work, for which a Class A license will be required..

Assemble cross-arms, dead ends, pole and arm guys, grounds and other materials and hoist up to Lineworker as needed; help raise and lower transformers and pull in new wire; remove old wire, install house knobs, and splice wires.

Pick up and deliver materials.

Dig holes, trenches, splice pits manually or using power equipment; perform minor tree trimming; remove and install asphalt.

Assist in traffic control.

Maintain tools and equipment in clean and workable condition and assure that all tools from the tool room are returned after each use.

Maintain good housekeeping in the job, around the yard and on the vehicles.

Work overtime as required.

DRAFT

MINIMUM QUALIFICATIONS

Knowledge of:

Basic safety rules and procedures.

Safe use of hand and power tools.

Ability to:

Read and interpret written instructions; remember and follow a series of directions; establish and maintain cooperative relationships with those contacted in the course of work.

Perform work at heights in a safe manner; operate a variety of equipment safely; learn work site protection and safety precautions; work safely on and around high voltage conductors and equipment.

Tolerate changes in outside temperature from winter to summer and tolerate dust, pollen, wind and rain.

Work in confined areas, such as underground vaults and manhole, for extended periods of time;

Perform physically strenuous work for extended periods of time;

Operate line construction equipment and tools.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

High school diploma or equivalent.

Experience:

One year of experience working with journeyman line crews or other crafts workers preferred.

DRAFT

LICENSES AND CERTIFICATES:

Possession of a valid Driver's License (Class C) issued by the California Department of Motor Vehicles by time of hire. Incumbent must obtain a valid Class A California Driver's License within 6 months of employment.

WORKING CONDITIONS:

Environmental Conditions- Works outdoors in varied weather conditions including cold, hot, rain and high winds. The work environment will occasionally include high noise levels and/or exposure to hazardous substances (i.e., solvents, PCB's chemicals, etc.) that could, if precautions are not followed, pose a health risk. Approved respiratory and safety equipment shall be worn when hazardous substances are being handled. Work near energized power lines and equipment.

Physical Conditions- Essential and marginal functions may require maintaining physical condition necessary for sitting, standing, bending, stooping, and walking for prolonged periods of time. Carrying up to 40lbs and 70lbs occasionally. Climbing will include but not limited to, climbing up and down poles and ladders, and climbing into and down from vehicles. Work in locations inaccessible to mobile equipment and in confined spaces such as underground vaults. Emergencies, critical system conditions, or outage limitations may require that work be done at night and/or under time restraints. Use various office equipment and handheld devices. System priorities may require extended periods of overtime including working weekends.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING JOB SPECIFICATION, SALARY RANGE
AND ADDITION OF ONE ELECTRIC GROUNDWORKER

WHEREAS, the Electric Utility (EU) currently has approved position allocations for three Electric Foreworker and six Electric Lineworker positions, all of which are filled at this time; and

WHEREAS, existing staffing is required to meet the minimum electric system maintenance goals and new service requirements; and

WHEREAS, in addition to this ongoing work, EU has undertaken a multi-year capital Streetlight Grounding and Fusing Project to bring our street-lighting system into compliance with current codes and standards with an anticipated completion year of 2020; and

WHEREAS, staffing for this project has been performed with the addition of two contract labor positions from the International Brotherhood of Electrical Workers hiring hall; and

WHEREAS, EU has experienced high turnover for these positions which continues to interrupt the progress of this project; and

WHEREAS, a cost comparison, as shown on the attached Exhibit A, demonstrates converting the contract staff to permanent employees results in a maximum annual expense increase of \$7,093 for E Step compensation, or approximately 0.01% of the total EU Budget; in addition, the City will realize time savings for administrative staff by having permanent positions for this project; and

WHEREAS, staff recommends the following salary range for Groundworker:

Step A	Step B	Step C	Step D	Step E
4613.71	4844.39	5086.61	5340.94	5607.99

WHEREAS, funding is included in FY 2013/14 EU Budget.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve job specification, salary range and addition of one Electric Groundworker.

Dated: October 16, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2013-_____

IBEW

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineman	\$50.30	\$15.32	\$50.00	\$71.87
Line Equipment Man	\$40.17	\$14.05	\$50.00	\$60.47
			Sub-Total/Hr	\$132.34

City of Lodi - EU

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineworker	\$43.69	\$34.31	\$0.00	\$78.00
Groundworker	\$32.35	\$25.40	\$0.00	\$57.75
			Sub-Total/Hr	\$135.75
	Total Net Cost/Hr of Labor	\$3.41		
	Total Net Cost/Labor Year	\$7,092.80		

1. IBEW labor rates provided from Local 47 & 1245 California Outside Line Construction Agreement, effective 6/1/13 - 5/31/14.
2. EU labor rates for Groundworker classification are based upon the proposed salary schedule and EU overhead of 78.53%.
3. Groundworker position would replace the contract IBEW position of Line Equipment Man.

Groundworker

DEFINITION

Under close supervision, performs a variety of unskilled and semi-skilled tasks in the construction, maintenance, and repair of the Electric Utility Department's transmission and distribution systems; performs general electrical warehousing and yard maintenance duties; and performs related duties as assigned.

SUPERVISION EXERCISED AND RECEIVED

Receives supervision from higher level personnel.

EXAMPLES OF DUTIES

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

Operate various types of equipment including: backhoes, tractors, front-loaders, rock saws, hole diggers, boom trucks, digger derricks, forklifts, water trucks, bobcats, cable pullers, cable-tensioners, trenchers, pole-stubbers, portable generators, portable/hydraulic pole setters, jackhammers, and other related equipment.

Operate aerial lift trucks, boom trucks, and other Lodi Electric vehicles, in the course of work, for which a Class A license will be required..

Assemble cross-arms, dead ends, pole and arm guys, grounds and other materials and hoist up to Lineworker as needed; help raise and lower transformers and pull in new wire; remove old wire, install house knobs, and splice wires.

Pick up and deliver materials.

Dig holes, trenches, splice pits manually or using power equipment; perform minor tree trimming; remove and install asphalt.

Assist in traffic control.

Maintain tools and equipment in clean and workable condition and assure that all tools from the tool room are returned after each use.

Maintain good housekeeping in the job, around the yard and on the vehicles.

Work overtime as required.

DRAFT

MINIMUM QUALIFICATIONS

Knowledge of:

Basic safety rules and procedures.

Safe use of hand and power tools.

Ability to:

Read and interpret written instructions; remember and follow a series of directions; establish and maintain cooperative relationships with those contacted in the course of work.

Perform work at heights in a safe manner; operate a variety of equipment safely; learn work site protection and safety precautions; work safely on and around high voltage conductors and equipment.

Tolerate changes in outside temperature from winter to summer and tolerate dust, pollen, wind and rain.

Work in confined areas, such as underground vaults and manhole, for extended periods of time;

Perform physically strenuous work for extended periods of time;

Operate line construction equipment and tools.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

High school diploma or equivalent.

Experience:

One year of experience working with journeyman line crews or other crafts workers preferred.

DRAFT

LICENSES AND CERTIFICATES:

Possession of a valid Driver's License (Class C) issued by the California Department of Motor Vehicles by time of hire. Incumbent must obtain a valid Class A California Driver's License within 6 months of employment.

WORKING CONDITIONS:

Environmental Conditions- Works outdoors in varied weather conditions including cold, hot, rain and high winds. The work environment will occasionally include high noise levels and/or exposure to hazardous substances (i.e., solvents, PCB's chemicals, etc.) that could, if precautions are not followed, pose a health risk. Approved respiratory and safety equipment shall be worn when hazardous substances are being handled. Work near energized power lines and equipment.

Physical Conditions- Essential and marginal functions may require maintaining physical condition necessary for sitting, standing, bending, stooping, and walking for prolonged periods of time. Carrying up to 40lbs and 70lbs occasionally. Climbing will include but not limited to, climbing up and down poles and ladders, and climbing into and down from vehicles. Work in locations inaccessible to mobile equipment and in confined spaces such as underground vaults. Emergencies, critical system conditions, or outage limitations may require that work be done at night and/or under time restraints. Use various office equipment and handheld devices. System priorities may require extended periods of overtime including working weekends.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE ADDITION OF ONE ELECTRIC
LINEWORKER

=====

WHEREAS, the Electric Utility (EU) currently has approved position allocations for three Electric Foreworker and six Electric Lineworker positions, all of which are filled at this time; and

WHEREAS, existing staffing is required to meet the minimum electric system maintenance goals and new service requirements; and

WHEREAS, in addition to this ongoing work, EU has undertaken a multi-year capital Streetlight Grounding and Fusing Project to bring our street-lighting system into compliance with current codes and standards with an anticipated completion year of 2020; and

WHEREAS, staffing for this project has been performed with the addition of two contract labor positions from the International Brotherhood of Electrical Workers hiring hall; and

WHEREAS, EU has experienced high turnover for these positions which continues to interrupt the progress of this project; and

WHEREAS, a cost comparison, as shown on the attached Exhibit A, demonstrates converting the contract staff to permanent employees results in a maximum annual expense increase of \$7,093 for Step E compensation, or approximately 0.01% of the total EU Budget; in addition, the City will realize time savings for administrative staff by having permanent positions for this project; and

WHEREAS, funding is included in FY 2013/14 EU Budget.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the addition of one Electric Lineworker.

Dated: October 16, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

IBEW

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineman	\$50.30	\$15.32	\$50.00	\$71.87
Line Equipment Man	\$40.17	\$14.05	\$50.00	\$60.47
			Sub-Total/Hr	\$132.34

City of Lodi - EU

Classification	Hourly Wage	Benefits, etc.	Subsistence Pay/Day	Total Hourly Rate
Lineworker	\$43.69	\$34.31	\$0.00	\$78.00
Groundworker	\$32.35	\$25.40	\$0.00	\$57.75
			Sub-Total/Hr	\$135.75
	Total Net Cost/Hr of Labor	\$3.41		
	Total Net Cost/Labor Year	\$7,092.80		

1. IBEW labor rates provided from Local 47 & 1245 California Outside Line Construction Agreement, effective 6/1/13 - 5/31/14.
2. EU labor rates for Groundworker classification are based upon the proposed salary schedule and EU overhead of 78.53%.
3. Groundworker position would replace the contract IBEW position of Line Equipment Man.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for November 6, 2013 to Consider Adoption of the 2013 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, Fire Code

MEETING DATE: October 16, 2013

PREPARED BY: Community Development Department and Fire Department

RECOMMENDED ACTION: Set Public Hearing for November 6, 2013 to Consider Adoption of the 2013 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code and Fire Code.

BACKGROUND INFORMATION: Pursuant to Health and Safety Code Section 18938, the California Building Standards Commission has selected January 1, 2014 as the effective date for the 2013 California Building Code, 2013 California Mechanical Code, 2013 California Electrical Code, 2013 California Plumbing Code, 2013 California Residential Code, 2013 California Fire Code and 2013 California Green Building Standard Code.

Every three years, Building/Construction and Fire Codes are amended by the State to include provisions of the most recent version. The State of California Building Standards Commission adopts new State standards, which cities and counties are therefore mandated to adopt. If codes with amendments are not adopted locally by January 1, 2014, then cities are required to follow State codes only. The need for the new ordinances is to adopt specific Appendixes and/or Administration provisions not adopted by the State. An example of this is:

- Administration Chapter I, Division II has been amended to have the City Council sit as the board of appeals for alternate materials and types of construction versus a separate appointed board of appeals; and
- Appendix J will be adopted to assist staff and design professionals with clear direction for construction design guidelines for grading, excavation and earthwork.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

DC/ES

APPROVED: _____
Konradt Bartlam, City Manager

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Resolution Approving Storm Drainage and Parks Impact Mitigation Fee Program Schedule of Fees

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider resolution approving storm drainage and parks Impact Mitigation Fee Program schedule of fees.

BACKGROUND INFORMATION: In 1991, City Council approved the Impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. Over the previous 20 years, there had been few major changes to the program, though minor updates were performed. The program had been effective in delivering projects to serve the demand for facilities presented by new development.

On August 15, 2012, City Council approved the updated Impact Mitigation Fee Program Report (Report) and the recommended schedule of fees for water, wastewater, storm drainage, transportation, police, fire, parks, electric, general city facilities, and art in public places. This new program assigned the majority of responsibility to new development for the construction of storm drainage pipes and basins and neighborhood parks. For the most part, new development would not be assessed a storm drainage fee, as presented in the figure provided as Exhibit A, Figure 6-1 of the Report. Most of the developments within the City limits that were excluded from the storm drainage fee were obligated, at the time, by existing Development Agreements, to construct the required storm drainage and neighborhood park facilities. Subsequently, those Development Agreements have been terminated. One approved development project with conditions of approval (Lodi Shopping Center) was inadvertently excused from paying storm drainage and neighborhood park impact fees and from building permanent storm and neighborhood park facilities to serve the demand presented by that project.

The following changes to the fee program are recommended to ensure that new development, covered by the terminated Development Agreements and or otherwise approved, either constructs the permanent storm drainage and neighborhood park improvements in proportion to the development's demand for such improvements or pays the impact fee for the construction of its proportionate share of those improvements. The unit prices for construction were derived from recently-bid projects within the City, consultation with contractors, and published cost-estimating resources. The assumed cost to purchase the land for these facilities is \$160,000 per acre.

The City Council is requested to amend the Storm Drainage Fee Zones map as presented in Exhibit B to set Zone 2 as that area bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west. In the Storm Drainage Master Plan, this coincides with the boundaries of the F and I planning areas. The Reynolds Ranch Project, which also had its Development Agreement terminated, is not included because the permanent storm drain basin improvements have been constructed. The purpose

APPROVED: _____
Konradt Bartlam, City Manager

of the fee is to fund the construction of six storm drainage detention basins and pump stations, turf and irrigation improvements and purchase of the land. A summary of the facilities and the estimated construction cost is presented in Exhibit C. The total cost of the land and improvements is \$14,314,280.

The storm drainage fee will be collected from each development project that will not construct its fair share of permanent basin improvements. In some cases, a partial fee will be collect based upon the scope of the permanent improvements constructed. A development project that chooses to construct temporary storm drainage basins will be charged the full storm drainage fee, and there would be no credit for the temporary facilities construction cost. A development project that constructs its fair share of permanent storm drainage facilities will not be charged the storm drainage fee.

The fee calculation table and recommended storm drainage fee schedule for Zone 2 are presented in Exhibit D. The fees presented in Exhibit D are lower by approximately 8.2 percent from those adopted August 15, 2012, because the basin areas were changed to conform with the approved master plans, the unit prices were changed based upon recently-bid projects, and the oversized pipe reimbursement was eliminated because new development is required to construct pipes identified in the master plans that fall within the development project limits. Reimbursement for oversize pipe construction is the responsibility of other development projects as provided for in the Lodi Municipal Code, Chapter 16.40. Fee revenues would be used to either construct new storm drainage basins or to reimburse development projects that construct permanent storm drainage basins with excess capacity to serve existing and future development projects.

The City Council is requested to amend the parks impact mitigation fee to include neighborhood parks, as was the case in the original 1991 fee program. The existing parks fee applies Citywide and provides for the construction of improvements at DeBenedetti, Pixley, and Lodi Lake parks. The neighborhood park impact mitigation fee would apply only to that area bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west. The purpose of the fee is to fund the construction of eight neighborhood parks, with five of those located with storm drainage basins and three as stand-alone parks.

The facilities included in each neighborhood park were established in the Southwest Gateway and Westside Development Agreements and have been incorporated into the neighborhood park fee program. A summary of the facilities and the estimated construction cost is presented in Exhibit E. The total cost of the land and improvements is \$9,689,189.

The fee calculation table for neighborhood parks and the recommended park fee schedule comprised of a community park component and a neighborhood park component are presented in Exhibit F. The community park fee component presented in Exhibit F was approved on August 15, 2012. The neighborhood park fee revenues will be used to either construct new neighborhood parks or to reimburse development projects that construct neighborhood parks with excess capacity to serve existing and future development projects. The area to which the neighborhood park fee would apply and the locations of the eight parks are presented in Exhibit G.

The park fee will be collected from each development project that will not construct its fair share of neighborhood park improvements. In some cases, a partial fee will be collect based upon the scope of the permanent neighborhood park improvements constructed. A development project that constructs its fair share of permanent neighborhood park facilities will not be charged the fee.

The Report presents details regarding the assumptions, methodologies, facilities standards, projects, costs and cost allocation factors used to establish the nexus between the fees and the development upon which the fees will be levied. These same details have been used and incorporated into these recommended amendments.

A public hearing will be conducted to receive public comment on these recommended amendments to the Report and schedule of fees. No changes to the Lodi Municipal Code are required to implement these amendments.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

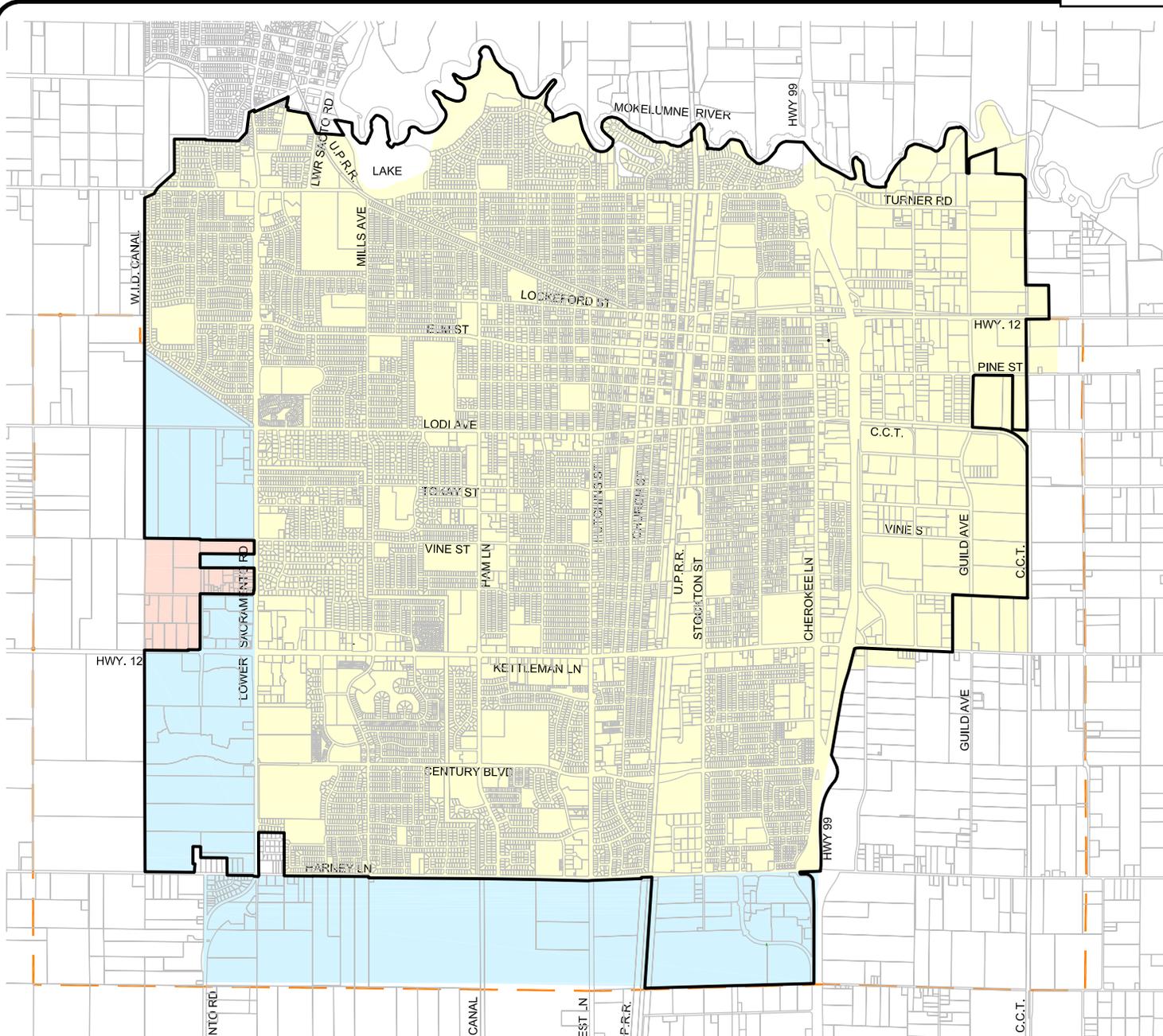
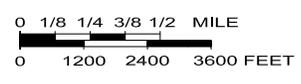
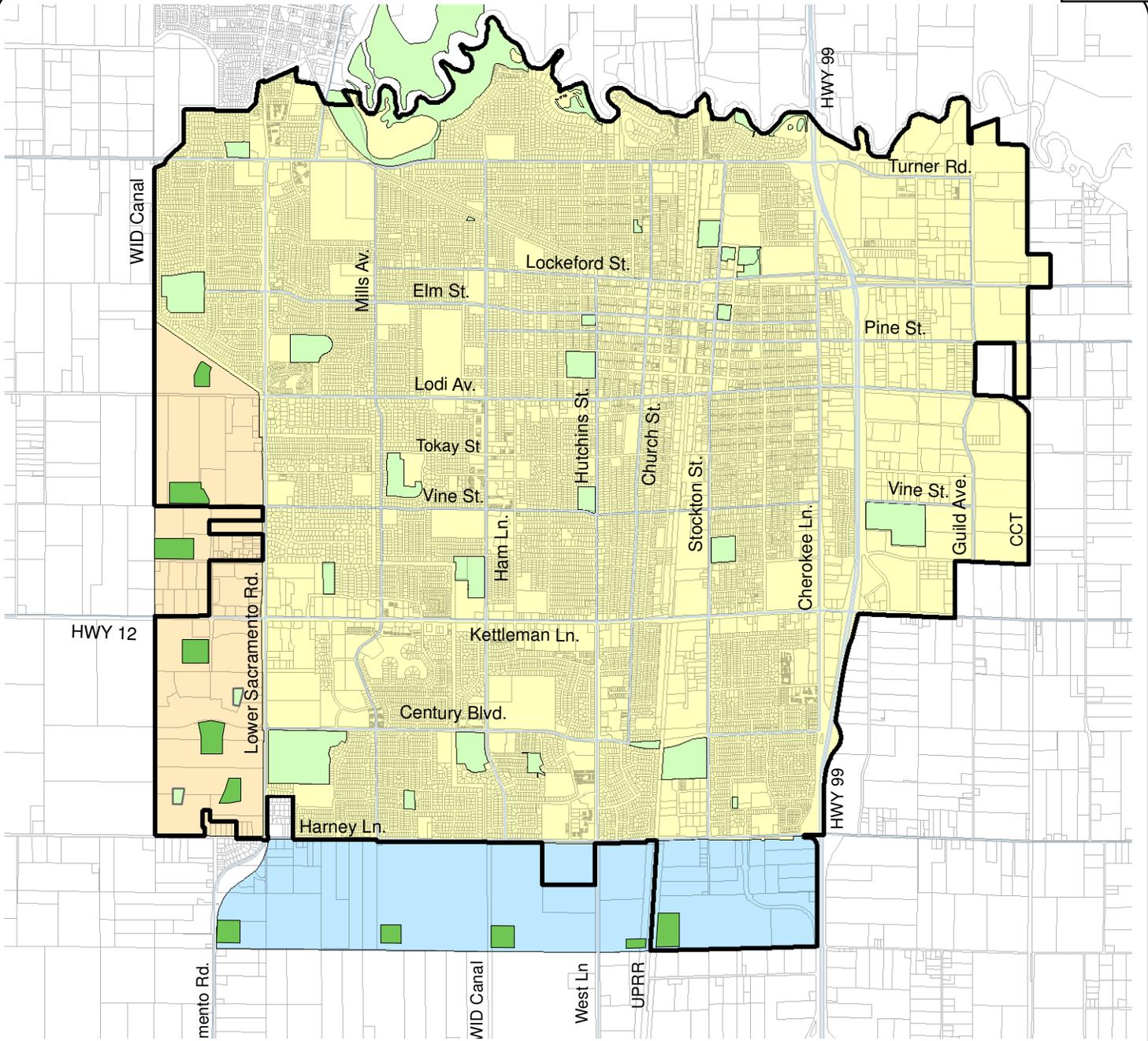


Figure 6-1
**STORM DRAINAGE
 FEE ZONES**
 LEGEND

- | | | |
|---|---|--|
|  2012 CITY LIMITS |  ZONE 1 |  ZONE 2 |
|  GENERAL PLAN LIMITS |  DEVELOPER CONSTRUCTED | |
|  FUTURE ANALYSIS | | |





STORM DRAINAGE FEE ZONES

LEGEND

- | | | |
|--|---|---|
|  FUTURE BASINS |  DEVELOPER CONSTRUCTED |  GENERAL PLAN LIMITS |
|  2012 CITY LIMITS |  ZONE 1 |  FUTURE ANALYSIS |
|  PARKS |  ZONE 2 | |



Storm Drain Basins Cost Estimate

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>F-Basin Watershed</u>				
F-1 Excavation	18.6	AF	\$ 2,500.00	\$ 46,500.00
F-1 Outlet Structure	1.0	EA	\$ 20,000.00	\$ 20,000.00
F-1 Sod & Irrigation	2.8	Ac	\$ 95,800.00	\$ 268,240.00
F-1 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
F-2 Excavation	33.7	AF	\$ 2,500.00	\$ 84,250.00
F-2 Outlet Structure	1.0	Lump Sum	\$ 20,000.00	\$ 20,000.00
F-2 Sod & Irrigation	8.9	Ac	\$ 95,800.00	\$ 852,620.00
F-2 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
F-3 Excavation	28.6	AF	\$ 2,500.00	\$ 71,500.00
F-3 Sod & Irrigation	7.6	Ac	\$ 95,800.00	\$ 728,080.00
F-3 Outlet Structure	1.0	EA	\$ 20,000.00	\$ 20,000.00
F-3 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
<u>I-Basin Watershed</u>				
I-1 Excavation	18.6	AF	\$ 2,500.00	\$ 46,500.00
I-1 Sod & Irrigation	4.6	Ac	\$ 95,800.00	\$ 440,680.00
I-1 Outlet Structure	1.0	Lump Sum	\$ 20,000.00	\$ 20,000.00
I-1 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
I-2 Excavation	25.1	AF	\$ 2,500.00	\$ 62,750.00
I-2 Sod & Irrigation	5.9	Ac	\$ 95,800.00	\$ 565,220.00
I-2 Outlet Structure	1.0	EA	\$ 20,000.00	\$ 20,000.00
I-2 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
I-3 Excavation	18.6	AF	\$ 2,500.00	\$ 46,500.00
I-3 Sod & Irrigation	4.6	Ac	\$ 95,800.00	\$ 440,680.00
I-3 Outlet Structure	1.0	EA	\$ 20,000.00	\$ 20,000.00
I-3 Pump Station	1.0	EA	\$ 350,000.00	\$ 350,000.00
Sub Total				\$ 5,873,520.00
Contingency		20%		\$ 1,174,704.00
Design & Environmental		10%		\$ 587,352.00
Construction Management		10%		\$ 587,352.00
City Administration		10%		\$ 587,352.00
F-1 Land Cost	2.8	Ac	\$ 160,000.00	\$ 448,000.00
F-2 Land Cost	8.9	Ac	\$ 160,000.00	\$ 1,424,000.00
F-3 Land Cost	7.6	Ac	\$ 160,000.00	\$ 1,216,000.00
I-1 Land Cost	4.6	Ac	\$ 160,000.00	\$ 736,000.00
I-2 Land Cost	5.9	Ac	\$ 160,000.00	\$ 944,000.00
I-3 Land Cost	4.6	Ac	\$ 160,000.00	\$ 736,000.00
Total				\$ 14,314,280.00

Storm Drain Basin Facilities Fee Calculation Table
Zone 2: F-Basin & I-Basin Cost Allocation

Land Use	Cost	Acres	Runoff Coefficient	DUE Factor	Total DUE's	Percent Allocation	Total Costs	Fee per Unit/Acre	Reduced Fee
	\$ 14,314,280.00								
<i>Residential</i>									
Low Density	1,819	303.19	0.4	1	303.19	49.42%	\$7,074,606	\$3,889	\$1,556
Medium Density	1,620	107.97	0.5	1.25	134.96	22.00%	\$3,149,202	\$1,944	\$778
High Density	711	28.44	0.67	1.68	47.78	7.79%	\$1,114,875	\$1,568	\$627
Subtotal					485.93	79.21%	\$11,338,683		
<i>Non-Residential</i>									
Retail (Minor & Major)		34.52	0.7	1.75	60.41	9.85%	\$1,409,601	\$40,834	
Office/Medical		38.35	0.7	1.75	67.11	10.94%	\$1,565,996	\$40,834	
Industrial		0	0.75	1.88	0.00	0.00%	\$0	\$43,871	
					127.52	20.79%	\$2,975,597		
					613.45	100.00%	\$14,314,280		

Storm Drainage Fees - Zone 2

	Aug 2012	Oct 2013
<u><i>Residential</i></u>	<u>per Unit</u>	<u>per Unit</u>
Low Density	\$1,725	1,556
Medium Density	\$862	778
High Density	\$693	627
<u><i>Non-Residential</i></u>	<u>per acre</u>	<u>per acre</u>
Retail (Minor & Major)	\$44,485	40,834
Office/Medical	\$44,485	40,834
Industrial	\$47,663	43,871

**Neighborhood Park Facilities
Construction Cost Summary**

Park A	1,434,016
Park B	845,150
Park C	2,456,014
Park D	505,959
Park E	1,803,286
Park F	505,959
Park G	1,357,731
Park H	781,074
Total	9,689,189

Neighborhood Park Facilities Cost Estimate
Park A - 4.8 acres (2.4 acres park and 2.4 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	4	Each	\$1,250	\$5,000
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	40	Each	\$175	\$7,000
Turf	99,300	SF	\$0	\$14,895
Irrigation & Booster Pump	86,900	SF	\$1	\$108,625
Restroom	1	Lump Sum	\$450,000	\$450,000
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	5,200	SF	\$8	\$41,600
Sub Total				\$859,120
Contingency		20%		\$171,824
Design & Environmental		10%		\$17,182
Construction Management		10%		\$1,718
City Administration		10%		\$172
Land Cost	2.4	Acre	\$160,000	\$384,000
Total				\$1,434,016

Neighborhood Park Facilities Cost Estimate
Park B - 2.1 acres (2.1 acres park and 0 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball	1	Lump Sum	\$15,000	\$15,000
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	4	Each	\$1,250	\$5,000
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	35	Each	\$175	\$6,125
Turf	86,900	SF	\$0	\$13,035
Irrigation & Booster Pump	86,900	SF	\$1	\$108,625
Restroom		Lump Sum	\$450,000	\$0
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	4,600	SF	\$8	\$36,800
Sub Total				\$416,585
Contingency		20%		\$83,317
Design & Environmental		10%		\$8,332
Construction Management		10%		\$833
City Administration		10%		\$83
Land Cost	2.1	Acre	\$160,000	\$336,000
Total				\$845,150

Neighborhood Park Facilities Cost Estimate
Park C - 12.6 acres (4.6 acres park and 8.0 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	2	Each	\$1,000	\$2,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce	2	Lump Sum	\$12,000	\$24,000
Horseshoes	2	Lump Sum	\$10,000	\$20,000
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	6	Each	\$1,250	\$7,500
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities	2	Lump Sum	\$130,000	\$260,000
Off Street Parking		Each	\$7	\$0
Trees	150	Each	\$175	\$26,250
Turf	190,400	SF	\$0	\$28,560
Irrigation & Booster Pump	190,400	SF	\$1	\$238,000
Restroom	1	Lump Sum	\$450,000	\$450,000
Drinking Fountain (ADA)	2	Each	\$4,000	\$8,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	14	Each	\$4,500	\$63,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	10,000	SF	\$8	\$80,000
Sub Total				\$1,407,310
Contingency		20%		\$281,462
Design & Environmental		10%		\$28,146
Construction Management		10%		\$2,815
City Administration		10%		\$281
Land Cost	4.6	Acre	\$160,000	\$736,000
Total				\$2,456,014

Neighborhood Park Facilities Cost Estimate
Park D - 6.4 acres (1.2 acres park and 5.2 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	2	Each	\$1,250	\$2,500
Picnic Shelter w/BBQ		Lump Sum	\$75,000	\$0
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	40	Each	\$175	\$7,000
Turf	49,700	SF	\$0	\$7,455
Irrigation & Booster Pump	49,700	SF	\$1	\$62,125
Restroom		Lump Sum	\$450,000	\$0
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	2,600	SF	\$8	\$20,800
Sub Total				\$256,880
Contingency		20%		\$51,376
Design & Environmental		10%		\$5,138
Construction Management		10%		\$514
City Administration		10%		\$51
Land Cost	1.2	Acre	\$160,000	\$192,000
Total				\$505,959

Neighborhood Park Facilities Cost Estimate
Park E - 6.0 acres (2.0 acres park and 4.0 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	2	Each	\$1,000	\$2,000
Pool		SF	\$100	\$0
Water Play	1	Lump Sum	\$25,000	\$25,000
Tennis		Lump Sum	\$20,000	\$0
Basketball	1	Lump Sum	\$15,000	\$15,000
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	4	Each	\$1,250	\$5,000
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	60	Each	\$175	\$10,500
Turf	82,800	SF	\$0	\$12,420
Irrigation & Booster Pump	82,800	SF	\$1	\$103,500
Restroom	1	Lump Sum	\$450,000	\$450,000
Drinking Fountain (ADA)	2	Each	\$4,000	\$8,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	44,400	SF	\$8	\$355,200
Sub Total				\$1,213,620
Contingency		20%		\$242,724
Design & Environmental		10%		\$24,272
Construction Management		10%		\$2,427
City Administration		10%		\$243
Land Cost	2.0	Acre	\$160,000	\$320,000
Total				\$1,803,286

Neighborhood Park Facilities Cost Estimate
Park F - 4.9 acres (1.2 acres park and 3.7 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	2	Each	\$1,250	\$2,500
Picnic Shelter w/BBQ		Lump Sum	\$75,000	\$0
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	40	Each	\$175	\$7,000
Turf	49,700	SF	\$0	\$7,455
Irrigation & Booster Pump	49,700	SF	\$1	\$62,125
Restroom		Lump Sum	\$450,000	\$0
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	2,600	SF	\$8	\$20,800
Sub Total				\$256,880
Contingency		20%		\$51,376
Design & Environmental		10%		\$5,138
Construction Management		10%		\$514
City Administration		10%		\$51
Land Cost	1.2	Acre	\$160,000	\$192,000
Total				\$505,959

Neighborhood Park Facilities Cost Estimate
Park G - 1.8 acres (1.8 acres park and 0 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce	2	Lump Sum	\$12,000	\$24,000
Horseshoes	2	Lump Sum	\$10,000	\$20,000
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	4	Each	\$1,250	\$5,000
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	50	Each	\$175	\$8,750
Turf	74,500	SF	\$0	\$11,175
Irrigation & Booster Pump	74,500	SF	\$1	\$93,125
Restroom	1	Lump Sum	\$450,000	\$450,000
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	3,900	SF	\$8	\$31,200
Sub Total				\$875,250
Contingency		20%		\$175,050
Design & Environmental		10%		\$17,505
Construction Management		10%		\$1,751
City Administration		10%		\$175
Land Cost	1.8	Acre	\$160,000	\$288,000
Total				\$1,357,731

Neighborhood Park Facilities Cost Estimate
Park H - 1.9 acres (1.9 acres park and 0 acres basin)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Bike Rack	1	Each	\$1,000	\$1,000
Pool		SF	\$100	\$0
Water Play		Lump Sum	\$25,000	\$0
Tennis		Lump Sum	\$20,000	\$0
Basketball		Lump Sum	\$15,000	\$0
Bocce		Lump Sum	\$12,000	\$0
Horseshoes		Lump Sum	\$10,000	\$0
Playground	1	Lump Sum	\$38,000	\$38,000
Picnic Table	4	Each	\$1,250	\$5,000
Picnic Shelter w/BBQ	1	Lump Sum	\$75,000	\$75,000
BBQ		Each	\$750	\$0
Field Facilities		Lump Sum	\$130,000	\$0
Off Street Parking		Each	\$7	\$0
Trees	60	Each	\$175	\$10,500
Turf	78,600	SF	\$0	\$11,790
Irrigation & Booster Pump	78,600	SF	\$1	\$98,250
Restroom		Lump Sum	\$450,000	\$0
Drinking Fountain (ADA)	1	Each	\$4,000	\$4,000
Furniture	1	Lump Sum	\$15,000	\$15,000
Light Poles with Base	6	Each	\$4,500	\$27,000
Signs	1	Each	\$12,000	\$12,000
Handicap Parking		Each	\$15,000	\$0
Utility Enclosure	1	Lump Sum	\$10,000	\$10,000
Electrical	1	Lump Sum	\$25,000	\$25,000
Maxicom Equipment	1	Each	\$25,000	\$25,000
Concrete Poured-In-Place		SF	\$12	\$0
Concrete Flat Work	4,100	SF	\$8	\$32,800
Sub Total				\$390,340
Contingency		20%		\$78,068
Design & Environmental		10%		\$7,807
Construction Management		10%		\$781
City Administration		10%		\$78
Land Cost	1.9	Acre	\$160,000	\$304,000
Total				\$781,074

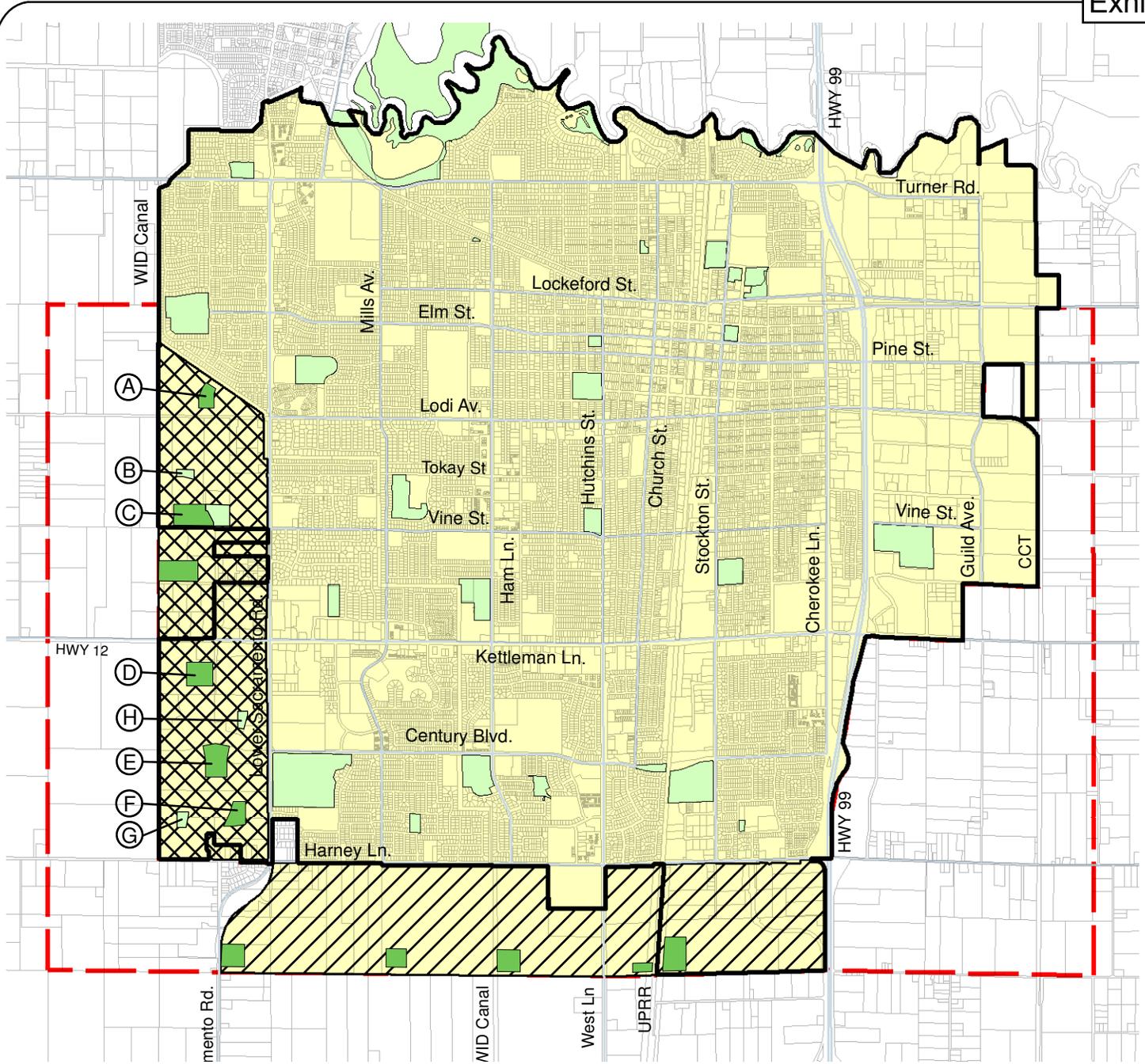
Neighborhood Park Facilities Fee Calculation Table

Land Use	Units/Bldg SF	Residents/Employees	User Equivalents	Total DUE's	Percent Allocation	Total Costs	Fee per Unit/1,000 Bldg SF	Reduced Fee
Cost	\$ 9,689,188.87							
Residential	<u>Units</u>	<u>per Unit</u>	<u>per Unit</u>					
Low Density	1,819	2.85	2.85	1819	47.7%	\$4,622,084	2,541	\$1,016
Medium Density	1,620	2.4	2.4	1364.211	35.8%	\$3,466,463	2,140	\$856
High Density	711	2	2	498.9474	13.1%	\$1,267,827	1,783	\$713
Subtotal				3682.158	96.6%	\$9,356,374		
Non-Residential	<u>Bldg SF</u>	<u>per 1,000 SF</u>	<u>per 1,000 SF</u>					
Retail (Minor & Major)	540,000	2.5	0.3	56.84211	1.5%	\$144,436	266	
Office/Medical	440,180	4	0.48	74.13558	1.9%	\$188,379	428	
Industrial	0	1.33	0.1596	0	0.0%	\$0	0	
				130.9777	3.4%	\$332,815		
				3813.136	100.0%	\$9,689,189		

1 Assumes a resident can utilize park facilities an average of 12 hours per day 7 days a week (84 Hours) and an employee can utilize park facilities an average of 2 hours per day 5 days a week (10 hours); this translates to 1.0 employee equalling approximately 0.12 residents (10/84 = .12) in terms of potential park utilization.

Park Fees

	Community Park	Neighborhood Park	Total
<i><u>Residential</u></i>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
Low Density	1584	\$1,016	2,600
Medium Density	1334	\$856	2,190
High Density	1111	\$713	1,824
<i><u>Non-Residential</u></i>	<u>per 1,000 SF</u>	<u>per 1,000 SF</u>	<u>per 1,000 SF</u>
Retail (Minor & Major)	406	\$266	672
Office/Medical	650	\$428	1,078
Industrial	217	\$0	217
Institutional			



**PARKS
FEE ZONES
LEGEND**

- 2012 CITY LIMITS
- GENERAL PLAN LIMITS
- FUTURE BASINS
- PARKS
- DEVELOPER CONSTRUCTED ZONE
- NEIGHBORHOOD PARK FEE ZONE
- CITY WIDE ZONE



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING STORM DRAINAGE AND PARKS IMPACT
MITIGATION FEE PROGRAM SCHEDULE OF FEES

=====

WHEREAS, in 1991, City Council approved the Impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. Over the previous 20 years, there had been few major changes to the program, though minor updates were performed; and

WHEREAS, on August 15, 2012, City Council approved the updated IMFP Report and the recommended schedule of fees for water, wastewater, storm drainage, transportation, police, fire, parks, electric, general city facilities, and art in public places. This new program assigned the majority of responsibility to new development for the construction of storm drainage pipes and basins and neighborhood parks; and

WHEREAS, staff recommends amending the Storm Drainage Fee Zones map to set Zone 2 as that area bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west. The purpose of the fee is to fund the construction of six storm drainage detention basins and pump stations, turf and irrigation improvements and purchase of the land.

WHEREAS, staff recommends amending the parks impact mitigation fee to include neighborhood parks. The existing parks fee applies Citywide and provides for the construction of improvements at DeBenedetti, Pixley, and Lodi Lake parks. The neighborhood park impact mitigation fee would apply only to that area bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west. The fee will fund the construction of eight neighborhood parks, with five of those located with storm drainage basins and three as stand-alone parks.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Storm Drainage and Parks Impact Mitigation Fee Program Schedule of Fees, as presented in Exhibit A; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Storm Drainage and Parks Fee Zone Maps to set the zones as the area bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west, as presented in Exhibit B.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

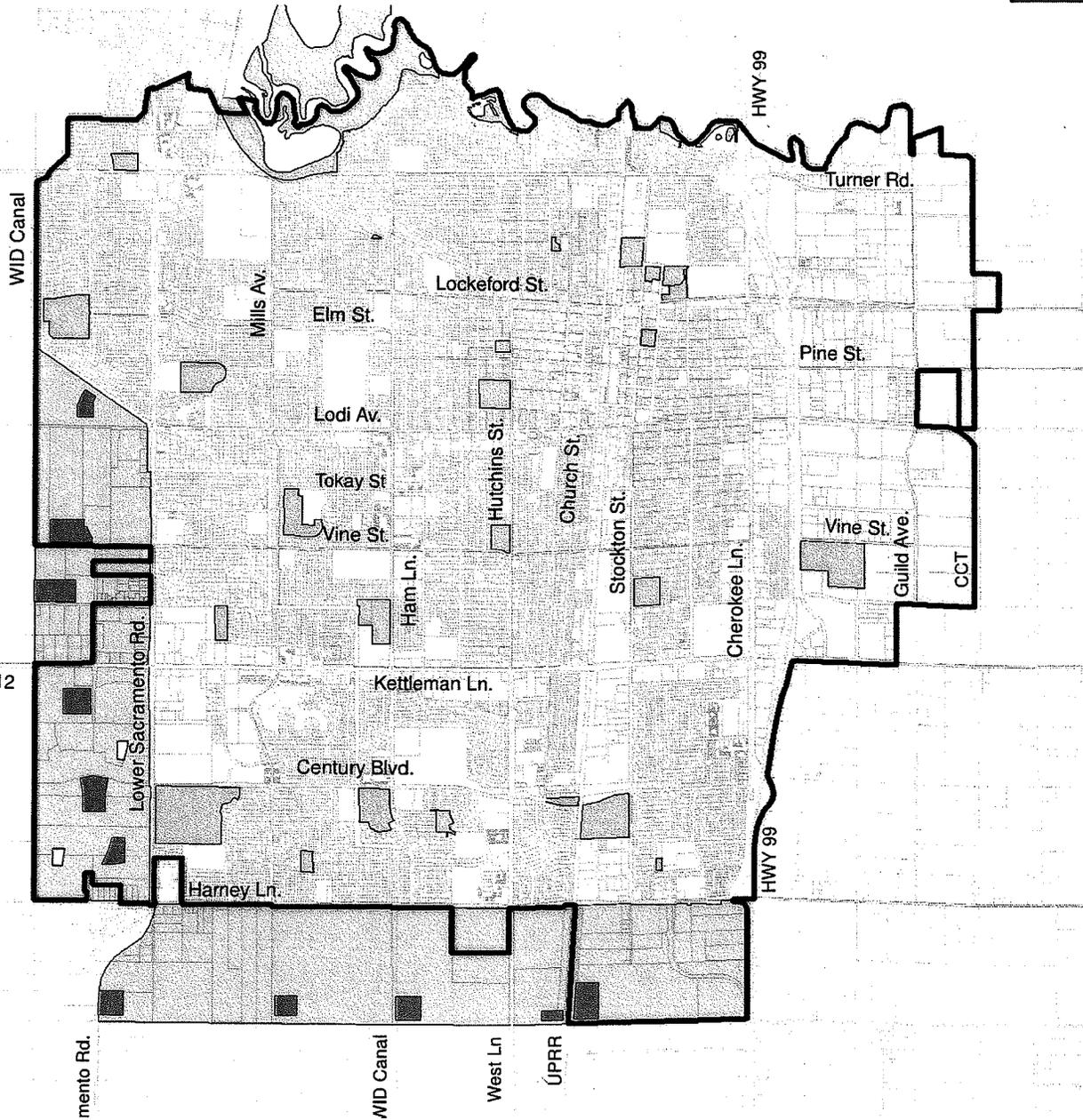
2013-_____

Storm Drainage Fees - Zone 2

	Aug 2012	Oct 2013
<u>Residential</u>	<u>per Unit</u>	<u>per Unit</u>
Low Density	\$1,725	1,556
Medium Density	\$862	778
High Density	\$693	627
<u>Non-Residential</u>	<u>per acre</u>	<u>per acre</u>
Retail (Minor & Major)	\$44,485	40,834
Office/Medical	\$44,485	40,834
Industrial	\$47,663	43,871

Park Fees

	Community Park	Neighborhood Park	Total
<u>Residential</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
Low Density	1584	\$1,016	2,600
Medium Density	1334	\$856	2,190
High Density	1111	\$713	1,824
<u>Non-Residential</u>	<u>per 1,000 SF</u>	<u>per 1,000 SF</u>	<u>per 1,000 SF</u>
Retail (Minor & Major)	406	\$266	672
Office/Medical	650	\$428	1,078
Industrial	217	\$0	217
Institutional			

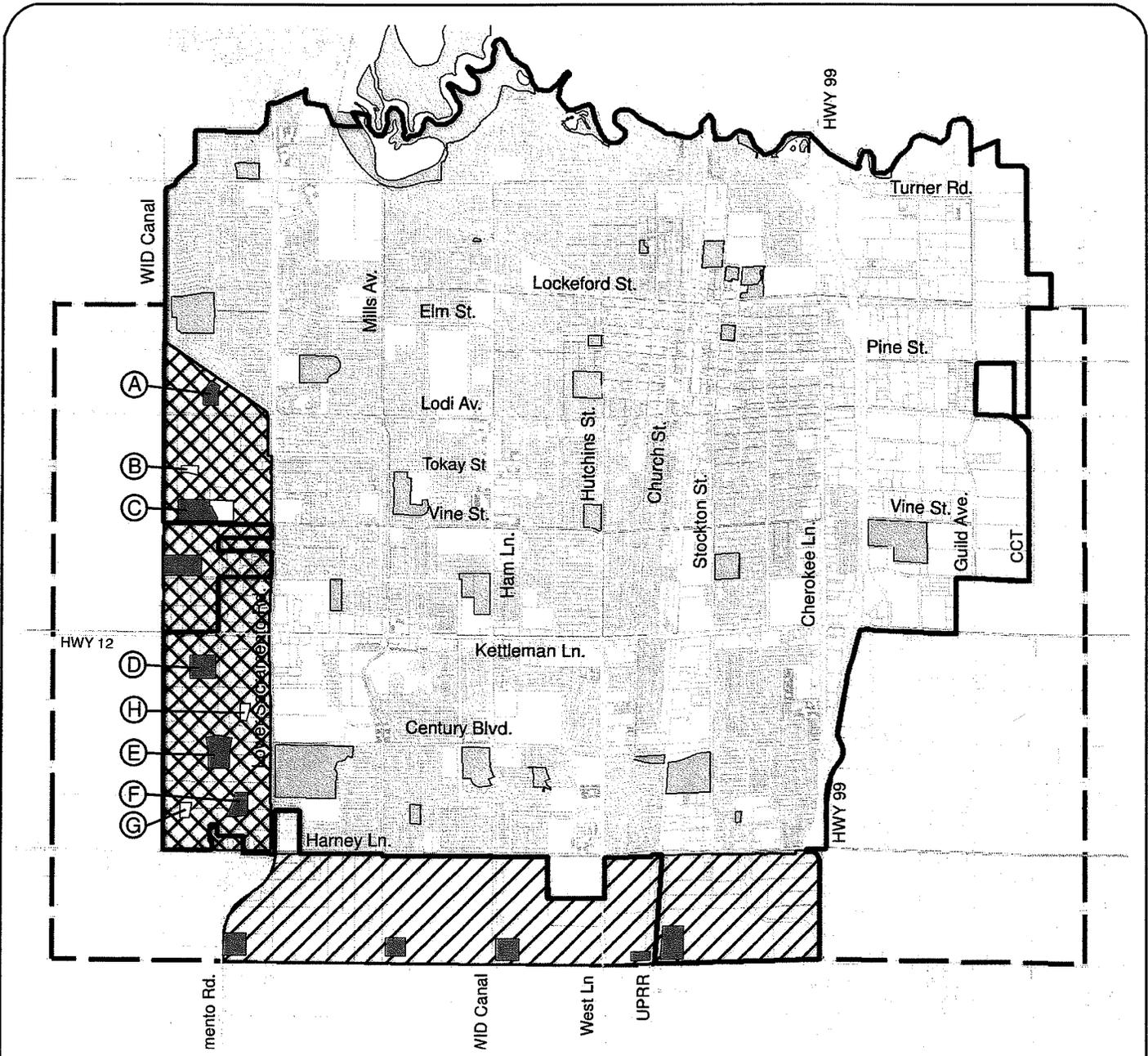


STORM DRAINAGE FEE ZONES

LEGEND

- | | | |
|------------------|-----------------------|---------------------|
| FUTURE BASINS | DEVELOPER CONSTRUCTED | GENERAL PLAN LIMITS |
| 2012 CITY LIMITS | ZONE 1 | FUTURE ANALYSIS |
| PARKS | ZONE 2 | |





**PARKS
FEE ZONES
LEGEND**

- | | |
|---|--|
|  2012 CITY LIMITS |  DEVELOPER CONSTRUCTED ZONE |
|  GENERAL PLAN LIMITS |  NEIGHBORHOOD PARK FEE ZONE |
|  FUTURE BASINS |  CITY WIDE ZONE |
|  PARKS | |



1 in = 3,600 ft



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING
STORM DRAINAGE AND PARKS IMPACT MITIGATION FEE
PROGRAM SCHEDULE OF FEES**

**PUBLISH DATE: SATURDAY, SEPTEMBER 7, 2013
SATURDAY, SEPTEMBER 14, 2013**

LEGAL AD

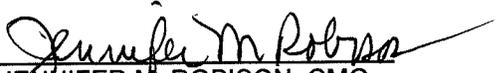
TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL-OLSON, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 5, 2013

**ORDERED BY: RANDI JOHL-OLSON
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ MD _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING STORM DRAINAGE AND PARKS IMPACT MITIGATION FEE PROGRAM SCHEDULE OF FEES

On Thursday, September 5, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution approving storm drainage and parks Impact Mitigation Fee Program schedule of fees (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 5, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING STORM DRAINAGE AND PARKS IMPACT MITIGATION FEE PROGRAM SCHEDULE OF FEES

On Thursday, September 5, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Notice of Public Hearing to consider resolution approving storm drainage and parks Impact Mitigation Fee Program schedule of fees, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

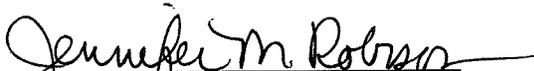
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 5, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON
CITY CLERK, CITY OF LODI**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI
Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 16, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

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

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 16, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution approving storm drainage and parks Impact Mitigation Fee Program schedule of fees.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

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

By Order of the Lodi City Council:



Randi Johl-Olson
City Clerk

Dated: September 4, 2013

Approved as to form:



D. Stephen Schwabauer
City Attorney

EXHIBIT B

APN	OWNER	ADDRESS	CITY
	FEHR & PEERS JULIE MORGAN	100 PRINGLE AVE STE 600	WALNUT CREEK CA 94596
05803013	OWNER OF RECORD	100 SWAN WAY STE 206	OAKLAND CA 94621
05803011			
02742007	OWNER OF RECORD	1000 LOWES BLVD	MOORESVILLE NC 28117
02705018	OWNER OF RECORD	101 E HWY 12	LODI CA 95242
02705015			
02740015	FCB HOMES	10100 TRINITY PKWY STE	STOCKTON CA 95219
05803004	TOM DOUCETTE	420	
05803016			
05804013			
02706022	OWNER OF RECORD	10184 E HWY 12	LODI CA 95240
02705005	OWNER OF RECORD	1055 S LOWER SACRAMENTO RD	LODI CA 95242
	DELMAR BATCH	11174 N DAVIS RD	LODI CA 95242
02705021	OWNER OF RECORD	1139 E KETTLEMAN LN SUITE 200	LODI CA 95240
	RON THOMAS R THOMAS DEVELOPMENT INC	1209 W TOKAY	LODI CA 95240
05804001	OWNER OF RECORD	1303 RIVERGATE DR	LODI CA 95240
05804002			
05804002			
05804004			
05804005			
	LUSD	1305 E VINE ST	LODI CA 95240
02742009	OWNER OF RECORD	1311 RIVERGATE DR	LODI CA 95240
02740016	OWNER OF RECORD	1350 E VINE ST	LODI CA 95240
02742003	OWNER OF RECORD	13502 HAMBURGER LN	BALDWIN PARK CA 91706
	DGP REAL ESTATE MICHAEL CAROUBA	1420 S MILLS AVE STE K	LODI CA 95242
	RPM COMPANY DALE GILLESPIE	1420 S MILLS AVE STE M	LODI CA 95242
	JOHN GIANNONI GIANNONI DEVELOPMENT	1500 W EL CAMINO AVE STE 192	SACRAMENTO CA 95833
02706034	OWNER OF RECORD	15431 N LOWER SACRAMENTO RD	LODI CA 95242
02706011	OWNER OF RECORD	15441 HILDE LN	LODI CA 95242
02706018	OWNER OF RECORD	15472 HILDE LN	LODI CA 95242
02706019			
02706036			
02706025	OWNER OF RECORD	15475 N LOWER SAC RD	LODI CA 95242
02706037	OWNER OF RECORD	15509 HILDE LN	LODI CA 95242
02706041	OWNER OF RECORD	15530 N HILDE LN	LODI CA 95242
02706040	OWNER OF RECORD	15532 HILDE LN	LODI CA 95242
	BROWMAN DEVELOPMENT COMPANY DARRYL	1556 PARKSIDE DR	WALNUT CREEK CA 94596

	BROWMAN/VIC DE MELO		
02705025	OWNER OF RECORD	16 E TAYLOR RD	LODI CA 95242
	BENNETT HOMES DENNIS BENNETT/RODNEY BOVEE	1610 W KETTLEMAN LN STE A	LODI CA 95242
02705024	OWNER OF RECORD	16160 MOORE RD	LODI CA 95242
02705001 02705002 02703012	OWNER OF RECORD	179 E TAYLOR RD	LODI CA 95242
02706038 02706010	DARRELL SASAKI DRS REAL ESTATE APPRAISALS INC	1806 W KETTLEMAN LN SUITE G	LODI CA 95242
	JBT PROPERTY MGMT MATT DOBBINS	1901 W KETTLEMAN LN STE 102	LODI CA 95242
02705019 02705020	OWNER OF RECORD	209 E HWY 12	LODI CA 95242
	VALLIER DESIGN ASSOCIATES INC MARCIA VALLIER	210 WASHINGTON AVE STE G	POINT RICHMOND CA 94801
	TOKAY DEVELOPMENT JEFFREY KIRST/KRYSTAL KIRST	222 W LOCKEFORD ST STE 1	LODI CA 95240
02706013	OWNER OF RECORD	23020 N SOWLES RD	ACAMPO CA 95220
	HARRIS & ASSOCIATES ALISON BOULEY	2315 ORCHARD PKWY STE 120	TRACY CA 95377
02705011	OWNER OF RECORD	2332 ROCKINGHAM CIR	LODI CA 95242
	TOM DAVIS LEE & ASSOCIATES	241 FRANK WEST CIR STE 300	STOCKTON CA 95206
05803006	OWNER OF RECORD	2522 GRAND CANAL BLVD STE 15	STOCKTON CA 95207
	MARK CHANDLER EXEC DIRECTOR LODI WOODBRIDGE WINEGRAPE COMMISSION	2545 W TURNER RD	LODI CA 95242
05804012	OWNER OF RECORD	2613 W HARNEY LN	LODI CA 95242
	SAN JOAQUIN PARTNERSHIP	2800 W MARCH LN STE 470	STOCKTON CA 95219
02705022	OWNER OF RECORD	301 E MINER AVE	STOCKTON CA 95202
	WENTLAND SNIDER MCINTOSH	301 S HAM LN STE A	LODI CA 95242
	HESSILTINE REALTY	312 S CRESCENT AVE	LODI CA 95240

	BIA OF THE DELTA JOHN BECKMAN	315 N SAN JOAQUIN ST STE 202	STOCKTON CA 95202
	BAUMBACH & PIAZZA STEVE PECHIN	323 W ELM ST	LODI CA 95240
02705016	OWNER OF RECORD	35 E HWY 12	LODI CA 95242
	PAT PATRICK LODI DISTRICT CHAMBER OF COMMERCE	35 S SCHOOL ST	LODI CA 95240
02706042	OWNER OF RECORD	360 RANELAGH RD	HILLSBOROUGH CA 94010
02706001	OWNER OF RECORD	383 TAYLOR RD	LODI CA 95242
02705003	OWNER OF RECORD	3900 PELANDALE AVE #420	MODESTO CA 95356
02706035	OWNER OF RECORD	3932 LAKE VISTA	DEXTER MI 48130
05804006	OWNER OF RECORD	395 E HARNEY LN	LODI CA 95242
	LEX CORALES SIEGFRIED & ASSOCIATES	4045 CORONADO AVE	STOCKTON CA 95204
05803009	OWNER OF RECORD	424 DAISY AVE	LODI CA 95240
05804007	OWNER OF RECORD	427 E HARNEY LN	LODI CA 95240
02706005	OWNER OF RECORD	441 TAYLOR RD	LODI CA 95240
05804008	OWNER OF RECORD	463 E HARNEY LN	LODI CA 95240
05803014	OWNER OF RECORD	463 W TURNER RD	LODI CA 95242
05804009	OWNER OF RECORD	499 E HARNEY LN	LODI CA 95240
02706009	OWNER OF RECORD	517 TAYLOR RD	LODI CA 95240
05804010	OWNER OF RECORD	533 E HARNEY LN	LODI CA 95242
	GOODWIN CONSULTING GROUP VICTOR IRZYK	555 UNIVERSITY AVE STE 280	SACRAMENTO CA 95825
02706028	OWNER OF RECORD	56 GRAND FIR DR	LODI CA 95242
02706012	OWNER OF RECORD	5671 W KINGDON RD	LODI CA 95242
02703023	OWNER OF RECORD	620 W LOCUST ST	LODI CA 95240
02740002	OWNER OF RECORD	621 EVERGREEN DR	LODI CA 95242
02706002	OWNER OF RECORD	641 N PACIFIC AVE	LODI CA 95242
02706027	OWNER OF RECORD	681 TAYLOR RD	LODI CA 95242
02706029	OWNER OF RECORD	695 E TAYLOR RD	LODI CA 95240
02706023	OWNER OF RECORD	7008 TIMBER TRAIL LOOP	EL DORADO HILLS CA 95762
02740004 02740005 02740006 02740009 02740013 02740014 02740010	OWNER OF RECORD	7700 COLLEGE TOWN DR STE 111	SACRAMENTO CA 95826
	LOWELL FLEMMER KATZAKIAN WILLIAMS SHERMAN	777 S HAM LN STE A	LODI CA 95242
05804014	OWNER OF RECORD	788 W ARMSTRONG RD	LODI CA 95242
02740012	OWNER OF RECORD	801 S LOWER SAC RD	LODI CA 95242
02706003	OWNER OF RECORD	810 W ELM ST	LODI CA 95240
02706006 02706008	OWNER OF RECORD	9900 PRINGLE AVE	GALT CA 95632

02706043			
02705010	OWNER OF RECORD	9949 FERNWOOD AVE	STOCKTON CA 95212
02705012			
05803012	OWNER OF RECORD	MAIL STOP 0555	BENTONVILLE AR 72716
02742014	OWNER OF RECORD	PO BOX 1210	LODI CA 95241
	JEFFREY KIRST TOKAY DEVELOPMENT INC	PO BOX 1259	WOODBIDGE CA 95258
02742008	OWNER OF RECORD	PO BOX 1420	LODI CA 95241
02742010			
02742012			
02742013			
02742006			
02742001			
02742002			
02706020	OWNER OF RECORD	PO BOX 1445	WOODBIDGE CA 95258
	A FRED BAKER	PO BOX 1510	LODI CA 95241-1510
05804011	OWNER OF RECORD	PO BOX 155	VICTOR CA 95253
02938005	OWNER OF RECORD	PO BOX 1823	LODI CA 95241
	DILLON & MURPHY	PO BOX 2180	LODI CA 95241
02740001	OWNER OF RECORD	PO BOX 247	ACAMPO CA 95220
05803010	OWNER OF RECORD	PO BOX 3006	LODI CA 95241
05803015	OWNER OF RECORD	PO BOX 520	WOODBIDGE CA 95258
05803017			
05803018			
05804015	OWNER OF RECORD	PO BOX 548	WOODBIDGE CA 95258
	MUNSON CONSTRUCTION TIM MUNSON/RUSS MUNSON	PO BOX 643	WOODBIDGE CA 95258
02706024	OWNER OF RECORD	PO BOX 698	LINDEN CA 95236
	STEVE SINNOCK KJELDEN SINNOCK & NEUDECK	PO BOX 844	STOCKTON CA 95201-0844



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to Consider Adoption of Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees For 2014

MEETING DATE: October 16, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a Public Hearing to consider adoption of resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2014.

BACKGROUND INFORMATION: On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Plan includes a schedule of fees to be paid by property owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate for the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. According to the Plan, it is necessary for all jurisdictions covered by the Plan to approve the Habitat Conservation Plan (HCP) fees in order for the jurisdiction to continue to participate in the Plan. The fees are reviewed on an annual basis.

According to the San Joaquin Council of Governments (SJCOG), it is necessary for all jurisdictions covered by the Plan to adopt the annual Habitat Conservation Plan (HCP) fees in order for those jurisdictions to continue to participate in the Plan. SJCOG adopted financial analysis model in late 2006 to calculate development fees. The Financial Analysis Model also established a formula method that provides for future annual adjustments of the fee schedule based on the established criteria. Utilizing this formula, the SJCOG has established a new fee schedule for 2014 (Exhibit A). For 2014, the per acre fees for all categories of habitat land have increased. Open Space lands have increased from \$6,364 to \$6,656 (by 4.59 percent). Agriculture and Natural lands (the two largest categories) have increased 4.59 percent from \$12,711 to \$13,295. Fees for Vernal Pool (grasslands) habitat lands increased by 5.28 percent from \$37,087 to \$39,047 and Vernal Pool (wetted lands) increased by 3.40 percent from \$78,311 to \$80,972. An explanation of the analysis methodology is included in the SJCOG staff report (Exhibit B).

On Thursday, August 22, 2013, The SJCOG Board unanimously approved the attached HCP fee schedule for 2014. All local jurisdictions are now being asked to adopt the new fee schedule that will take effect on January 1, 2014. These new development fee changes will take effect on January 1, 2014 and expire December 31, 2014. The fees will be paid by land owners who develop their property with projects that are subject to the fees.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

KB/IB/kjc

Attachments:

- 1) Fee Schedule for 2014
- 2) SJCOG Staff Report w/Fee Analysis Update summary



SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Jeff Laugero
CHAIR

Steve Dresser
VICE CHAIR

Andrew T. Chesley
PRESIDENT

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

2014 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$6,656
Natural	\$ 13,295
Agriculture	\$ 13,295
Vernal Pool - uplands	\$ 39,047
Vernal Pool - wetted	\$ 80,972

* Effective January 1, 2014 – December 31, 2014

2014 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,189.59	\$1,816.28	\$5,005.87
Natural Lands	\$3,189.59	\$1,816.28	\$5,005.87
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$600.65	\$6,598.69	\$7,199.34
<i>Vernal Pool Wetted</i>	\$42,525.33	\$6,598.69	\$49,124.02

** Effective January 1, 2014 – December 31, 2014 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C)

VELB Mitigation

A special fee category shall apply when removal of elderberries occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

Staff Report

SUBJECT: 2014 SJMSCP Development Fees

RECOMMENDED ACTION: Motion to Approve the 2014 SJMSCP Development Fees as Adjusted Pursuant to Land Sale Comparables and Consumer Price Index

DISCUSSION:

SUMMARY:

Following the procedures in the SJCOG, Inc. Board-adopted financial analysis for establishing the SJMSCP development fees for the various habitat categories, SJCOG, Inc. staff and the Habitat Technical Advisory Committee (HTAC) Financial Subcommittee completed the 2014 SJMSCP Fee Analysis. The outcome is a slight increase of just over 4% to the habitat development fees from the prior year.

The result was a slight increase in the fees from 2013 to 2014 as shown in the table 1 and 2 below.

Table 1 - 2014 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Open Space	\$4,144.37	\$1,591.66	\$915.38	\$6,651.41	\$6,656
AG/Natural	\$8,288.74	\$3,183.31	\$1,812.71	\$13,284.76	\$13,295
Vernal Pool (grasslands)	\$31,847.76	\$599.47	\$6,585.72	\$39,032.95	\$39,047
Vernal Pool (wetted)	\$31,847.76	\$42,441.70	\$6,585.72	\$80,875.17	\$80,972

Table 2 - 2013 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
<i>Open Space</i>	<i>\$3,894.21</i>	<i>\$1,568.14</i>	<i>\$901.85</i>	<i>\$6,364.19</i>	<i>\$6,364</i>
<i>AG/Natural</i>	<i>\$7,788.41</i>	<i>\$3,136.27</i>	<i>\$1,785.92</i>	<i>\$12,710.60</i>	<i>\$12,711</i>
<i>Vernal Pool (grasslands)</i>	<i>\$30,008.16</i>	<i>\$590.61</i>	<i>\$6,488.39</i>	<i>\$37,087.16</i>	<i>\$37,087</i>
<i>Vernal Pool (wetted)</i>	<i>\$30,008.16</i>	<i>\$41,814.48</i>	<i>\$6,488.39</i>	<i>\$78,311.03</i>	<i>\$78,311</i>

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process led by local jurisdiction staff outside the habitat plan. By opting for participation, the project can choose any number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Or, the project proponent can chose to not participate in the plan and fulfill mitigation requirements on their own with state and federal permitting agencies.

RECOMMENDATION:

That SJCOG, Inc. staff and the HTAC recommend to the SJCOG, Inc. Board adoption of the 2014 SJMSCP Development Fees, as adjusted pursuant to the land sale comparables and consumer price index.

FISCAL IMPACT:

Development fees will provide funding for SJCOG, Inc. to mitigate project impacts covered under the SJMSCP permits.

BACKGROUND:

In accordance with the SJMSCP and the updated financial analysis model adopted by the SJCOG, Inc. Board for current and future fee updates, SJCOG, Inc. staff shall notify each local jurisdiction regarding proposed annual adjustments to the SJMSCP development fees. The development fees are calculated using a formula method which will be adjusted annually as shown in the table below [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees. The development fees established must be adopted by each of the jurisdictions and would become effective on January 1st of the subsequent year for projects using the SJMSCP.

Category A (acquisition) - Comparables

This category is directly related to land valuation based on comparables which occur in specific zones of the plan. This category is evaluated on a yearly basis by taking all qualified comparables in each zone, including SJCOG, Inc. easements, to set a weighted cost per acre using the same methodology as in the 2006 Financial Analysis Update created by EPS and recently updated in 2013 by the Habitat Technical Advisory Financial Sub-Committee, HTAC and SJCOG, Inc. approval. The SJCOG, Inc. easements are evaluated using the appraised value

of the property in the before condition to be included with the fee title sales of other property occurring in San Joaquin County meeting specific criteria below. The final weighted cost per acre of each zone is calculated into a blended rate under SJMSCP Fee Category A (acquisition) figure for each habitat type (*Attachment 1-Tables A-D*).

The criteria to determine valid comparables used in the weighted calculation are:

1. All SJCOG, Inc. transactions (fee title and appraised value of unencumbered property)
2. Sales not less than 40 acres
3. Sales not greater than 500 acres
4. No parcels with vineyard or orchard (except SJCOG, Inc. transactions for special needs)
5. Must be land which would fulfill mitigation under the plan
6. Comparable sales reviewed by Habitat Technical Advisory Financial Sub-committee
7. Not greater than 2 years old from the date of June 30th of each year with all acceptable comparables included (criteria 1-5). A minimum of 10 acceptable comparables are required for analysis. If the minimum of 10 transactions are not available, the time period will extend at 3 month intervals prior to the beginning date until 10 comparables are gathered.

The calculation results in an increase to the Agricultural/Natural Habitat type of Category A (acquisition) component to be **\$8,288.74**.

Category B (assessment & enhancement) - Consumer Price Index

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (June – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **1.7%**.

The calculation results in an increase of the Agricultural/Natural Habitat type Category B (Assessment & Enhancement) component to be **\$3,189.59**.

Category C (management & administration) - Consumer Price Index

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (June – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **1.7%**.

The calculation results in an increase of the Agricultural/Natural Habitat type Category C (Management & Administration) component to be **\$1,816.28**.

SJCOG, Inc. staff calculated the fees using the SJMSCP Financial Analysis formula model [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)] which is shown in Table 1-8 and final fee table in *attachment 2*. The overall result in the calculations is a slight increase in the fees for 2014 shown in the table below.

2014 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Open Space	\$4,144.37	\$1,591.66	\$915.38	\$6,651.41	\$6,656
AG/Natural	\$8,288.74	\$3,183.31	\$1,812.71	\$13,284.76	\$13,295
Vernal Pool (grasslands)	\$31,847.76	\$599.47	\$6,585.72	\$39,032.95	\$39,047
Vernal Pool (wetted)	\$31,847.76	\$42,441.70	\$6,585.72	\$80,875.17	\$80,972

The SJMSCP process allows projects which participate under the county-wide habitat plan to realize pre-determined streamlined processing of the project through an otherwise cumbersome regulatory process in a much shorter period of time and cost than navigating outside the plan. By opting for participation and realizing the benefits of the SJMSCP, the project can choose any number of ways to mitigate the impacts of the project through the plan. The SJMSCP allows projects to choose one or multiple mitigation options like simply pay a fee, redesign the project to avoid/minimize impacts, provide land in lieu of the SJMSCP fee which the project will negotiate the costs on their own, or a combination of the options.

COMMITTEE ACTIONS:

- HTAC FINANCIAL SUB-COMMITTEE: Recommended
- HTAC: Recommended
- EXEC COMMITTEE: Recommended
- SJCOG, Inc. Board: Approved

Prepared by: Steven Mayo, Program Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LODI SETTING THE SAN JOAQUIN COUNTY MULTI-
SPECIES HABITAT CONSERVATION AND OPEN SPACE
PLAN DEVELOPMENT FEE SCHEDULE

=====

WHEREAS, the City Council of the City of Lodi adopted an ordinance establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new developments pursuant to the SJMSCP within the City of Lodi; and

WHEREAS, a "Fee Study" dated July 16, 2001, was prepared, which analyzed and identified the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP Development Fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to, preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lodi and in San Joaquin County; and

WHEREAS, after considering the Fee Study and the testimony received at the public hearing, the Lodi City Council approved said report; and further found that the future development in the City of Lodi will need to compensate cumulative impacts to threatened, endangered, rare, and unlisted SJMSCP Covered Species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial Open Space uses; and

WHEREAS, an "Updated Fee Study" dated November 2, 2006, was prepared, which analyzed and identified the costs, funding, and indexing of the SJMSCP; and

WHEREAS, the SJMSCP Development Fees are divided into four categories: multi-purpose open space conversion; natural land and agricultural habitat land; and vernal pool habitat; and

WHEREAS, the SJMSCP Development Fees for these three categories will be increased consistent with the Updated Fee Study findings for the year 2014.

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments, based on the method set forth in this resolution, shall be made to the fees annually; and

WHEREAS, the Updated Fee Study with the SJMSCP and the fee amendment were available for public inspection and review in the office of the City Clerk for more than ten days prior to the date of this Public Hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. The City Council finds and declares that the purposes and uses of the Development Fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance 1701, and remain valid, and the City Council therefore adopts such determinations.
2. The City Council finds and declares that since adoption of Ordinance 1707, the cost of land has decreased in San Joaquin County; and that in order to maintain the reasonable relationship established by Ordinance 1701, it is necessary to decrease the Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.
3. The Development Fee for natural lands, agricultural land, vernal pool habitat and multi-purpose open space conversion shall be consistent with the table identified in Exhibit "A" and attached hereto.
4. The Fee provided in this resolution shall be effective on January 1, 2014.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED that the City of Lodi City Council hereby approves the proposed Habitat Conservation and Open Space fee adjustment.

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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

RANDI JOHL-OLSON
 City Clerk



SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Jeff Laugero
CHAIR

Steve Dresser
VICE CHAIR

Andrew T. Chesley
PRESIDENT

Member Agencies
CITIES OF
ESCALON,
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RIPON,
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AND
THE COUNTY OF
SAN JOAQUIN

2014 Updated Habitat Fees*

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Multi-Purpose Open Space	\$6,656
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* Effective January 1, 2014 – December 31, 2014

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Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
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** Effective January 1, 2014 – December 31, 2014 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C)

VELB Mitigation

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**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION SETTING
THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT
CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEES FOR
2014**

PUBLISH DATE: SATURDAY, OCTOBER 5, 2013

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL-OLSON, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, OCTOBER 3, 2013

ORDERED BY: RANDI JOHL-OLSON
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ MD (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION SETTING THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEES FOR 2014

On Thursday, October 3, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2014 (attached and marked as Exhibit A) was posted at the following locations:

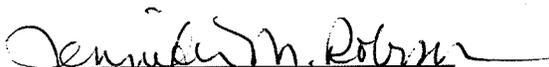
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 3, 2013, at Lodi, California.

ORDERED BY:

RANDI JOHL-OLSON
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 16, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

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

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 16, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2014.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

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

By Order of the Lodi City Council:


Jennifer M. Robison
Assistant City Clerk

Dated: **October 2, 2013**

Approved as to form:



D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointment to the Greater Lodi Area Youth Commission (Adult Advisor)
MEETING DATE: October 16, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Greater Lodi Area Youth Commission (Adult Advisor).

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post and re-post for expiring terms on the Greater Lodi Area Youth Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment.

Greater Lodi Area Youth Commission (Adult Advisor)

Bre Baszler Term to expire May 31, 2016

NOTE: Two applicants (two new applications); posting ordered 4/3/13; 6/5/13; 8/7/13; application deadline 9/9/13

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Post for Expiring Terms on the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, and San Joaquin County Mosquito & Vector Control District and Re-Post for Vacancy on Site Plan and Architectural Review Committee

MEETING DATE: October 16, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, and San Joaquin County Mosquito & Vector Control District and re-post for vacancy on Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: Several terms are due to expire on various boards and commissions. In addition, an insufficient number of applications was received for the recent opening on the Site Plan and Architectural Review Committee (SPARC). Therefore, it is recommended that the City Council direct the City Clerk to post for the following expiring terms and re-post for the one vacancy on SPARC. 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 Animal Advisory Commission

Linda Castelanelli	Term to expire December 31, 2013
John R. Primasing	Term to expire December 31, 2013

Lodi Senior Citizens Commission

Sandy Beglau	Term to expire December 31, 2013
Pat Hill	Term to expire December 31, 2013

Personnel Board of Review

Ed Miller	Term to expire January 1, 2014
Bill Russell	Term to expire January 1, 2014
Jim Schweickardt	Term to expire January 1, 2014

San Joaquin County Mosquito & Vector Control District

Jack Fiori	Term to expire December 31, 2013
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Site Plan and Architectural Review Committee

One vacancy	Term to expire January 1, 2014
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FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

RJO/JMR

Randi Johl-Olson, City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1884 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 2.04 – City Council Meetings – by Repealing and Reenacting Sections 2.04.130, 'Addressing the Council,' and 2.04.150, 'Decorum,' in Their Entirety"

MEETING DATE: October 16, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1884.

BACKGROUND INFORMATION: Ordinance No. 1884 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 2.04 – City Council Meetings – by Repealing and Reenacting Sections 2.04.130, 'Addressing the Council,' and 2.04.150, 'Decorum,' in Their Entirety,'" was introduced at the regular City Council meeting of October 2, 2013.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

RJO/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1884

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 2.04 – CITY COUNCIL
MEETINGS – BY REPEALING AND REENACTING SECTIONS
2.04.130, “ADDRESSING THE COUNCIL,” AND 2.04.150,
“DECORUM,” IN THEIR ENTIRETY

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 2.04.130, “Addressing the Council,” is hereby repealed and reenacted to read as follows:

2.04.130 - Addressing the Council.

- A. Any interested person may, subject to the rules of procedure adopted hereunder, speak on any item coming before the council. It shall not be required that persons wishing to speak give prior written notice, but priority shall be given to those who have so notified the city clerk in advance.
- B. After a motion is made and seconded, no person shall address the city council without first securing permission of the council to do so.
- C. Remarks by the public shall be made only from the podium. Speakers are requested but not required to first give their names and addresses for the record. No one shall be permitted to enter into any discussion without permission of the presiding officer.

SECTION 2. Lodi Municipal Code Section 2.04.150, “Addressing the Council,” is hereby repealed and reenacted to read as follows:

2.04.150 - Decorum.

- A. Council Members. While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise provided by this chapter. Any member who, after warning by the chair, repeatedly violates these rules may be ejected for the remainder of the meeting by two-thirds vote of the council.
- B. Other Persons. Any person who utters language or engages in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any council meeting shall be forthwith, by the presiding officer, barred from further audience at the meeting before the council, unless permission to continue is granted by a majority vote of the council.
- C. Any violation of this section may be punished as an infraction pursuant to Section 1.08.010 of this code.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of

the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

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

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

Approved this 16th day of October, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL-OLSON
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1884 was introduced at a regular meeting of the City Council of the City of Lodi held October 2, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held October 16, 2013, by the following vote:

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

I further certify that Ordinance No. 1884 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL-OLSON
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney