



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: October 21, 2015

Time: Closed Session 6:15 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager (Labor Negotiator); Compensation and Benefits for Executive Management; and Conference with Adele Post, Human Resources Manager and Jordan Ayers, Deputy City Manager (Labor Negotiators); Compensation and Benefits for Council Appointees; Pursuant to Government Code §54957.6
- b) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators; Pursuant to Government Code §54957.6 (CM)

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 National Friends of the Library Week Proclamation (LIB)
- B-2 Leadership Lodi Certificates of Appreciation (LIB)
- B-3 Domestic Violence Awareness Month Proclamation (CLK)

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

- C-1 Receive Register of Claims in the Amount of \$10,573,099.60 (FIN)
- C-2 Approve Minutes (CLK)
 - a) September 15, September 22, September 29, October 6, and October 13, 2015 (Shirtsleeve Sessions)
 - b) September 16 and October 7, 2015 (Regular Meetings)
 - c) September 22 and September 29, 2015 (Special Meetings)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Well Abandonment Project (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Animal Shelter Interior Improvements (PW)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Utility Services Transit Bus Wash Project (PW)

- C-6 Approve Specifications and Authorize Advertisement for Bids to Procure 35 MVA 60/12 kV Power Transformer (EU)
- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for Designated Operator Duties, Maintenance, and Repairs of City Municipal Utilities Services Fuel Island, and Authorizing Public Works Director to Execute Extension (\$30,000) (PW)
- Res. C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Marine Science Institute, of Redwood City, for Lower Mokelumne River Watershed Education Legacy Project Field Trips, and Authorizing Public Works Director to Execute Extensions (\$30,000) (PW)
- Res. C-9 Adopt Resolution Authorizing City Manager to Execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126 (PW)
- Res. C-10 Adopt Resolution Approving Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi Corporation Integrated Library System and Approving Cost Sharing Fee for Fiscal Year 2015/16 (\$25,476) (LIB)
- Res. C-11 Adopt Resolution Authorizing City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2015 Edward Byrne Memorial Justice Assistance Grant (\$19,784) (PD)
- Res. C-12 Adopt Resolution Designating Voting Delegate and Voting Alternate for Future League of California Cities and National League of Cities Annual Business Meetings; Repealing Resolution No. 96-138; and Directing the City Clerk to Update the City Council Protocol Manual (CLK)
- Res. C-13 Rescind Resolution No. 2014-181 and Approve Resolution Authorizing Issuance of Procurement Cards to Specified Positions (CM)
- C-14 Receive Update on Emergency Condition at Grape Bowl (PRCS)
- C-15 Set Public Hearing for November 4, 2015, to Consider Adopting Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2016 (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

- G-1 Public Hearing to Consider Unmet Transit Needs in Lodi (PW)
- Res. G-2 Public Hearing to Consider Adopting Resolution Approving Planning Commission's Recommendation to Authorize 22 Low-Density Residential Growth Management Allocations for Vintage Square Subdivision (CD)

H. Communications

- H-1 Appointment to the Lodi Senior Citizens Commission and Post for Expiring Terms on the Lodi Senior Citizens Commission (CLK)

I. Regular Calendar

- I-1 Provide Direction Regarding Lawrence Park Operations (PRCS)
- Ord. I-2 Introduce Ordinance to Include a Procedure in the Zoning Code to Allow a Reasonable
(Introduce) Accommodation Request for Persons with Disabilities Seeking Equal Access to Housing Under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the Application of Zoning Laws and Other Land Use Regulations (CD)
- Res. I-3 Adopt Resolution Amending Section 7(b) of City Manager's Employment Agreement
- I-4 Ratification of Employment Agreement Entered into Between City Manager Stephen Schwabauer and Chief of Police Tod B. Patterson (CM)

J. Ordinances

- Ord. J-1 Ordinance No. 1915 Entitled, "An Ordinance of the Lodi City Council Levying and Apportioning
(Adopt) the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3)" (CLK)

K. Adjournment

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

Jennifer M. Ferraiolo
City Clerk

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

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Proclamation for National Friends of the Library Week

MEETING DATE: October 21, 2015

PREPARED BY: Library Director

RECOMMENDED ACTION: Mayor Johnson to present a proclamation proclaiming the week of October 18-24, 2015 as "National Friends of the Library Week."

BACKGROUND INFORMATION: Mayor Johnson will present a proclamation proclaiming the week of October 18-24, 2015 as "National Friends of the Library Week." Sharon Seegmiller, Friends of the Lodi Library Board President, will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Dean Gualco
Library Director

DG/md

APPROVED: _____
Steve Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Certificates of Appreciation to 2015 Leadership Lodi Class
MEETING DATE: October 21, 2015
PREPARED BY: Library Director

RECOMMENDED ACTION: Mayor Johnson to present certificates of appreciation to 2015 Leadership Lodi Class

BACKGROUND INFORMATION: Mayor Johnson will present certificates to the 2015 Leadership Lodi Class. The Leadership Lodi Class of 2015 chose the Lodi Public Library Children's Area Redesign as their project this year. The group raised approximately \$53,000 through donations and sponsors, which is the most raised by a single class in the Leadership Lodi program's 25 year history. The redesign of the children's area includes murals, new bookcases, tables, chairs, and the purchase of a new self-check system specifically for children. Leadership Lodi volunteered hundreds of hours to work and complete this project over the course of six months. In addition to selecting, purchasing, and assembling all furniture and equipment, the group commissioned special pieces such as a bridge/play structure and a small table for the children's self-check system to allow children to easily reach the unit to check out their own books. The Library is grateful to the Leadership Lodi Class of 2015 for their hard work and dedication to the community of Lodi.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Dean Gualco
Library Director

DG/md

APPROVED: _____
Steve Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Domestic Violence Awareness Month Proclamation

MEETING DATE: October 21, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson to present a proclamation proclaiming the month of October 2015 as “Domestic Violence Awareness Month” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of October 2015 as “Domestic Violence Awareness Month” in the City of Lodi. Melissa Amos, Youth Shelter Manager with the Women’s Center of San Joaquin Youth and Family Services, will be at the meeting to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through October 1, 2015 in the total amount of \$10,573,099.60

MEETING DATE: October 21, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$10,573,099.60.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$10,573,099.60 through 10/01/15. Also attached is Payroll in the amount of \$2,621,677.124.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

8/28/2015 through 10/1/2015

Fund			Amount
100 - General Fund			4,410,534.28
120 - Library Fund			27,615.62
140 - Expendable Trust			385,368.49
200 - Parks Rec & Cultural Services			107,271.39
270 - Comm Dev Special Rev Fund			29,352.38
301 - Gas Tax-2105 2106 2107			27,411.44
302 - Gas Tax -2103			355,931.36
303 - Measure K Funds			186,586.53
305 - TDA - Streets			400,000.00
306 - RTIF County/COG			2,356.02
314 - IMF-Regional Transportation			7,068.03
315 - Prop.1B-Local Streets & Roads			44,430.00
350 - H U D			1,283.76
403 - Vehicle Replacement Fund - PD			54,405.65
431 - Capital Outlay/General Fund			938,294.87
432 - Parks & Rec Capital			20,392.95
437 - IMF Parks & Rec Facilities			7,385.04
500 - Electric Utility Fund			301,874.85
501 - Utility Outlay Reserve Fund			293.23
504 - Public Benefits Fund			77,168.88
506 - Solar Surcharge Fund			199,006.08
508 - Environmental Compliance			3,037.50
530 - Waste Water Utility Fund			171,006.84
531 - Waste Wtr Util-Capital Outlay			370,262.09
560 - Water Utility Fund			568,398.41
561 - Water Utility-Capital Outlay			832,407.94
565 - PCE/TCE Rate Abatement Fund			9,380.20
590 - Central Plume			29,750.71
593 - Northern Plume			187.00
600 - Dial-a-Ride/Transportation			238,105.06
603 - Prop 1B - TSSSDRA			4,500.00
650 - Internal Service/Equip Maint			147,905.50
655 - Employee Benefits			246,472.58
660 - General Liabilities			271,128.40
665 - Worker's Comp Insurance			93,216.52
801 - L&L Dist Z1-Almond Estates			3,310.00
Total			10,573,099.60

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 8/30/2015

Fund	Description	Amount
100	General Fund	1,569,733.60
120	Library Fund	42,844.30
200	Parks Rec & Cultural Services	236,012.32
214	LPD-OTS Grants	5,277.02
270	Comm Dev Special Rev Fund	53,012.28
301	Gas Tax-2105 2106 2107	55,334.92
500	Electric Utility Fund	331,104.02
530	Waste Water Utility Fund	239,376.74
560	Water Utility Fund	42,873.98
600	Dial-a-Ride/Transportation	16,524.96
650	Internal Service/Equip Maint	29,582.98
Report Total		2,621,677.12



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes

- a) September 15, 2015 (Shirtsleeve Session)
- b) September 16, 2015 (Regular Meeting)
- c) September 22, 2015 (Shirtsleeve Session)
- d) September 22, 2015 (Special Meeting)
- e) September 29, 2015 (Shirtsleeve Session)
- f) September 29, 2015 (Special Meeting)
- g) October 6, 2015 (Shirtsleeve Session)
- h) October 7, 2015 (Regular Meeting)
- i) October 13, 2015 (Shirtsleeve Session)

MEETING DATE: October 21, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:

- a) September 15, 2015 (Shirtsleeve Session)
- b) September 16, 2015 (Regular Meeting)
- c) September 22, 2015 (Shirtsleeve Session)
- d) September 22, 2015 (Special Meeting)
- e) September 29, 2015 (Shirtsleeve Session)
- f) September 29, 2015 (Special Meeting)
- g) October 6, 2015 (Shirtsleeve Session)
- h) October 7, 2015 (Regular Meeting)
- i) October 13, 2015 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 15, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 15, 2015, commencing at 7:01 a.m.

Present: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Absent: Council Member Mounce, and Mayor Pro Tempore Chandler

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

B. Topic(s)

B-1 Review the Report on Homelessness in Lodi from the Committee on Homelessness (CD)

John Ledbetter, Chairman of the Homeless Solutions Committee (HSC), provided a PowerPoint presentation on the Report on Homelessness in Lodi. Specific topics of discussion included purpose, beginnings, definition, homeless statistics, findings, recommended overall goal, short- and long-term strategies and actions, and next steps.

In response to Council Member Nakanishi, Mr. Ledbetter stated that he believed the percentage breakdown of homelessness, which were quoted at the initial meetings, are inaccurate because the findings came from another community. Mr. Ledbetter believed that the percentage of homeless who want help and are willing to work toward improvement is greater than the percentage of homeless who are chronic and unwilling to change their situations. It is the larger group that needs to be recognized and given assistance.

In response to Mayor Johnson, Mr. Ledbetter further clarified that the original information -- which purported that 20 percent of homeless are ready to improve their situations, 20 percent are unable to but would like to improve their situations, and 40 percent are unwilling -- is incorrect, and the percentage of those who truly want assistance is more accurately 50 percent.

Mayor Johnson suggested that a single, comprehensive resource guide should come from the County instead of the City. Mr. Ledbetter agreed that it should be produced at the County level, but the Committee feels that the Salvation Army offers something similar and has examples of other guides and that the Committee should originate this comprehensive handout to help the homeless locate needed services. Council Member Kuehne added that the Committee discovered that the community was unaware of the available services and there was no collaborative effort taking place between the service organizations. This comprehensive guide would connect the groups, community, and homeless and provide a method for those who want to help the homeless by providing information instead of money.

Council Member Nakanishi questioned what action Council will be taking on this subject matter at Wednesday's Council meeting and whether the proposal is to introduce an ordinance against panhandling. Mr. Schwabauer stated this report is a preview of the report that will be made Wednesday. He stated that Lodi has an ordinance on aggressive panhandling and pointed out that panhandling is Constitutionally protected and cannot be banned outright, but there are limits on aggressive panhandling and locations. He stated the Committee is not recommending actions that are unenforceable or that the City already has in place; instead, it is suggesting what the community can do together, along with utilizing Community Development Block Grant (CDBG) resources. Mr. Ledbetter suggested that staff include a presentation at Wednesday's Council meeting outlining the rights of the homeless and what the Police Department can and cannot do with regard to enforcement.

Council Member Nakanishi applauded the Committee for preparing the report. He further expressed concern about financing many of the suggestions and about creating a haven that Lodi will become a magnet for the homeless, adding that this should be a coordinated effort with the County and State so that one community is not inundated. Mr. Schwabauer agreed, stating he was pleased to see the County increasing its support as a majority of services are in the County's jurisdiction and funded by County tax dollars. He stated that San Joaquin County Sheriff Steve Moore conducted a meeting with city representatives throughout the county to discuss the issue and will hold a follow-up meeting soon.

In response to Council Member Nakanishi, Mr. Ledbetter stated that a local church sponsored a homeless family with housing, connections to social services, and some financial support.

John Beckman, CEO of the Building Industry Association, commended the Committee on the production of the report and the many positive recommendations. He expressed concern with the long-term strategy that advocates for a county-wide inclusionary housing ordinance because it singles out the business industry and suggests they have a larger burden to bear in solving this issue. Mr. Beckman requested Council remove this one long-term strategy from the report.

Council Member Kuehne believed the strategy should not be removed and suggested building industry representatives work with the Committee to develop language that would still address low-income housing and be acceptable to the building industry. Mr. Ledbetter reminded Council that the request in the report, if approved, is to form two working groups, and he would be pleased if Mr. Beckman joined the group to further discuss this strategy.

Mayor Johnson agreed that no particular entity should be identified because this is a communitywide problem, but he was hesitant to eliminate portions from the report as this is only the beginning of a multi-step process.

Mr. Schwabauer explained that an inclusionary housing ordinance can include other strategies besides an impact fee to support construction of housing, which is the primary worry of the building industry, including a density bonus to build in higher density areas and waiver of impact fees to make the ordinance broader.

Jeffrey Kirst also spoke against the inclusionary housing element in the report, stating that high fees make it less economically viable to build new low-income housing. He suggested other options be considered, such as donation of facilities, renovation of older facilities, and the purchase of the last portion of Salvation Army for construction of housing. Mr. Kirst stated that the high cost of housing is not the root cause of homelessness; it is also unemployment and mental health issues. He stated he would be happy to participate in the Committee meetings.

Dennis Bennett expressed disappointment in the lack of business community representatives on the Committee and also spoke against the inclusionary housing ordinance strategy in the report. He stated that new housing cannot be constructed for low-income residents, even if the land were free, because of the high cost and fees to build. He believed a collaboration with the City to renovate buildings, fee waivers, donations, and broad-based community construction are the best methods to house the homeless. He added that new apartment complexes will draw people out of the older facilities, making those available for lower-income individuals. Mr. Bennett added that a community fundraising effort, much like what was done to build Hutchins Street Square and the Boys and Girls Club, would be beneficial. He too requested that the language regarding inclusionary housing be removed from the report.

Council Member Nakanishi suggested pulling this item from Wednesday's Regular Council meeting to give the stakeholders an opportunity to discuss the matter and develop a mutually-agreeable strategy to include in the report.

Mayor Johnson cautioned that pushing this item back to the October Regular City Council meeting may slow the momentum this process has generated thus far.

Council Member Kuehne stated he would like to see the Committee and building industry representatives meet to resolve this difference and he would defer to the Mayor as to whether or not the item goes forward at the Regular Council meeting. He further expressed appreciation to the Committee for its hard work and efforts in producing a thorough document.

Mr. Ledbetter stated the Committee is open to meeting with the building industry to improve upon the report. He added that this discussion has been on-going since last fall, and he was disappointed in the lack of participation from the business community up to this point.

In response to Myrna Wetzel, Mr. Ledbetter stated that the report contains a detailed breakdown of the homeless by age. Ms. Wetzel questioned the status of the senior housing development near Roget Park, to which Mr. Schwabauer responded that the developer, Eden Housing, is still attempting to secure funding assistance, which is necessary in order to make the project affordable. He expressed hope that Eden Housing would be successful in this year's round of funding.

Pat Patrick, CEO of the Lodi District Chamber of Commerce, applauded the Committee for its report and stated that the strategy of gathering information about the homeless was key to ascertaining how many homeless are truly Lodi residents who were once employed and living in Lodi. He stressed there needs to be a balance in helping Lodi residents and assisting others to return to their communities. Mr. Patrick stated that the business and industrial communities need skilled workers and there are education and training programs for the 18- to 24-year old population. He agreed that the homeless have rights, but there are methods of working within the system to address certain aspects, such as prohibiting feeding in parks and holding items from shopping carts when confiscating personal property.

Mike Carouba stated he believed the report contained more encouragement than enforcement, and there was an outcry to resolve a problem that an estimated 100 to 200 homeless people place on the city. He stated he was disappointed to see a lack of participation on the Committee level from the business industry and other disciplines. He suggested local businesses with shopping carts discuss a shopping cart retention program. He further suggested that, with the many City needs such as the browned-out fire engine, Lodi Lake nature area reclamation, and pension obligations, any funding the City obtained would likely be spent on those priorities over the homeless situation. Mr. Carouba believed this is an issue of heart and is more directed toward non-profit organizations and churches. He believed that some portion of CDBG funding could be applied toward the effort and that inclusionary housing is ineffective and picks on one particular industry.

Captain Martin Ross with the Lodi Salvation Army stated that the Committee worked diligently on this effort and that it was important to have the Lodi Community Foundation be a part of the Committee as a neutral organization. Captain Ross reported that an unnamed church will be sponsoring a family that came out of the Salvation Army rehabilitation program with housing for one year. He challenged others in the faith community to consider sponsoring housing for someone, stating that the Salvation Army would screen the applicants. Captain Ross stated that Salvation Army is a contributing partner in this solution by sending clean-up crews to certain areas, hosting homeless fairs, and offering job corps and will continue to collaborate with other entities to develop an answer.

Dennis Bennett stated the business industry is willing to work with the Committee to develop alternative or softer language regarding inclusionary housing and requested carrying the item over to a future meeting.

In response to Mayor Johnson, it was confirmed that the full report is on the City's website.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:26 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, SEPTEMBER 16, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of September 16, 2015, was called to order by Mayor Johnson at 6:33 p.m.

Present: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson
Absent: Council Member Chandler, and Council Member Mounce
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

C-2 Announcement of Closed Session

- a) Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code §§54956.9(d)(2) and 54956.9(e)(1); One Case; Shall Not Be Disclosed, Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)
- b) Conference with Adele Post, Human Resources Manager (Labor Negotiator); Compensation and Benefits for Executive Management and Council Appointees; Pursuant to §54957.6

C-3 Adjourn to Closed Session

At 6:33 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:59 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:02 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Magdich disclosed that Item C-2(a) was discussion only with no reportable action. Deputy City Manager Jordan Ayers disclosed that Item C-2(b) was discussion and direction with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of September 16, 2015, was called to order by Mayor Johnson at 7:02 p.m.

Present: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson
Absent: Council Member Chandler, and Council Member Mounce
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Presentations

B-1 Lodi Fire Department Pink October Breast Cancer Awareness Month Fundraiser Proclamation (FD)

Mayor Johnson presented a proclamation to Fire Captain Oscar Picazo proclaiming October as Lodi Fire Department Pink October Breast Cancer Awareness Month fundraiser. Captain Picazo reported this is the fourth year that Lodi Fire has raised funds for the American Breast Cancer Association; Pink October t-shirts are on sale now and will be available at the October 4 Street Faire for purchase; and October 7 and 19 is the Chili's fundraiser with 15 percent of the proceeds going to the Association.

B-2 Firefighter Memorial Month Proclamation (FD)

Mayor Johnson presented a proclamation to Fire Chief Larry Rooney proclaiming October as Firefighter Memorial Month in Lodi. Chief Rooney stated that Lodi fire crews have been battling the Butte fire and are now heading to the Valley fire. He further announced that a firefighter memorial at the State Capitol, which will recognize firefighters who lost their lives in the line of duty, will take place on October 17 at 11:30 a.m.

B-3 Fire Prevention Week Proclamation (FD)

Mayor Johnson presented a proclamation to Fire Chief Larry Rooney proclaiming October 4-10, 2015, as Fire Prevention Week in Lodi. Chief Rooney announced that the Lodi Fire Department will hold an open house on October 4 during the Lodi Street Faire and invited the public to attend and learn more about fire prevention.

B-4 Public Power Week Proclamation (EU)

Mayor Johnson presented a proclamation to Electric Utility Director Elizabeth Kirkley proclaiming October 18-24, 2015, as Public Power Week in Lodi. Electric Utility Director Kirkley stated that Electric Utility has been serving Lodi for 105 years and was recognized by the American Public Power Association as a Reliable Public Power Provider at the platinum level. She invited the public to attend its annual open house on October 21.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

C-1 Receive Register of Claims in the Amount of \$2,104,766.05 (FIN)

Claims were approved in the amount of \$2,104,766.05.

C-2 Approve Minutes (CLK)

The minutes of August 19, 2015 (Regular Meeting), August 19, 2015 (Special Meeting), August 25, 2015 (Shirtsleeve Session), September 1, 2015 (Shirtsleeve Session), September 2, 2015 (Regular Meeting), and September 8, 2015 (Shirtsleeve Session) were approved as written.

C-3 Accept Improvements Under Contract for Downtown Sidewalk Paver Maintenance (PW)

Accepted the improvements under the contract for Downtown Sidewalk Paver Maintenance.

C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for Transit Advertising Services and Authorizing Public Works Director to Execute Extensions, at No Cost to the City (PW)

Adopted Resolution No. 2015-161 authorizing the City Manager to execute a Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for Transit Advertising Services and authorizing the Public Works Director to execute extensions, at no cost to the City.

C-5 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with NV5, Inc., of Manteca, for Preparation of Updated Operations and Maintenance Manual for White Slough Water Pollution Control Facility (\$90,000) (PW)

Adopted Resolution No. 2015-162 authorizing the City Manager to execute a Professional Services Agreement with NV5, Inc., of Manteca, for preparation of an updated Operations and Maintenance Manual for the White Slough Water Pollution Control Facility, in the amount of \$90,000.

C-6 Adopt Resolution Declaring Bid of Atlas Copco USA Holdings, Inc., as Non-Responsive; Rejecting Bid; Authorizing City Manager to Execute Professional Services Agreement with Clean Energy Fuels, of Newport Beach, for Monthly Preventative Maintenance and On-Call Repairs to Compressed Natural Gas Fueling Station; and Authorizing Public Works Director to Execute Extension (\$75,000) (PW)

This item was removed from the Consent Calendar at the request of Council Member Kuehne for discussion purposes.

In response to Council Member Kuehne, Public Works Director Wally Sandelin explained that Atlas Copco was the low bidder on a three-year maintenance and on-call repair services contract for a total cost of \$75,000. Because Atlas Copco has been non-responsive in complying with the request to enter the contract, staff is recommending that the bid be rejected and awarded to Clean Energy. The \$83,400 cost quoted on the Blue Sheet staff report is for a two-year contract with Clean Energy versus a three-year contract with Atlas Copco. The cost is higher than Atlas Copco's bid; however, the City is forced to go to the second low bidder because Atlas Copco was non-responsive. In further response, Mr. Sandelin stated that Clean Energy provides maintenance on compressors, programmable control systems, valves, and seals. Staff has identified another supplier for parts that may provide some cost savings. Mr. Sandelin added that contractors for compressed natural gas (CNG) maintenance are limited and it is routinely a struggle to hire a contractor that is both low cost and reliable. Council Member Kuehne questioned how many vehicles in the fleet utilize CNG, to which Mr. Sandelin estimated it was close to 100 and includes Waste Management trucks and Lodi Unified School District buses in addition to the transit vehicles.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-168 declaring the bid of Atlas Copco USA Holdings, Inc., as non-responsive; rejecting the bid; authorizing the City Manager to execute the Professional Services Agreement with Clean Energy Fuels, of Newport Beach, for monthly preventative maintenance and on-call repairs to the compressed natural gas fueling station; and authorizing the Public Works Director to execute an extension in the amount of \$75,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

C-7 Adopt Resolution Authorizing City Manager to Execute Second Amendment to the Workers' Compensation Self-Insurance Service Agreement with York Risk Services Group, Inc., (\$120,870 Year One; \$123,290 Year Two; and \$125,750 Year Three) (CM)

This item was removed from the Consent Calendar at the request of Council Member Nakanishi for discussion purposes.

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers stated that York Risk Services Group is the third-party administrator for administration of the workers' compensation program, which handles management of claims, coordination with doctors and services, review of invoices, and general management of the program on behalf of the City. Prior

to York, Bragg Insurance Services provided the service until the company was purchased by York.

Council Member Nakanishi made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-169 authorizing the City Manager to execute the second amendment to the workers' compensation self-insurance service agreement with York Risk Services Group, Inc., in the amount of \$120,870 for year one; \$123,290 for year two; and \$125,750 for year three.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

C-8 Adopt Resolution Authorizing City Manager to Execute Extension of Professional Services Agreement with LaRue Communications, Inc., of Stockton, for Public Works 800 MHz Radio Transmission Service (\$11,700) (PW)

Adopted Resolution No. 2015-163 authorizing the City Manager to execute an extension of the Professional Services Agreement with LaRue Communications, Inc., of Stockton, for Public Works 800 MHz Radio Transmission Service, in the amount of \$11,700.

C-9 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Reynolds Ranch Subdivision, Unit No. 1, Tract No. 3805 (PW)

Adopted Resolution No. 2015-164 approving the Final Map and authorizing the City Manager to execute an Improvement Agreement for Reynolds Ranch Subdivision, Unit No. 1, Tract No. 3805.

C-10 Adopt Resolution Authorizing Lodi Police Department to Participate in the Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$121,400) (PD)

Adopted Resolution No. 2015-165 authorizing the Lodi Police Department to participate in the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety and appropriating funds in the amount of \$121,400.

C-11 Adopt Resolution Approving River Parkways Grant Application (PRCS)

Adopted Resolution No. 2015-166 approving the River Parkways Grant application.

C-12 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)

Adopted Resolution No. 2015-167 authorizing the destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

C-13 Receive Report Regarding Communication Pertaining to Assembly Bill 718 (Chu) - Removal of Regulatory Authority: Vehicles Used for Human Habitation (CLK)

Received a report regarding a communication pertaining to Assembly Bill 718 (Chu) - Removal of Regulatory Authority: Vehicles Used for Human Habitation.

C-14 Receive Update on Emergency Condition at Grape Bowl (PRCS)

Received an update on the emergency condition at the Grape Bowl.

C-15 Set Public Hearing for October 21, 2015, to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 22 Low-Density Residential Growth Management Allocations for the Vintner Square Subdivision (CD)

Set a public hearing for October 21, 2015, to consider adopting a resolution approving the Planning Commission's recommendation to authorize 22 low-density Residential Growth Management Allocations for the Vintner Square Subdivision.

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.

Ed Miller invited the public, staff, and Council to attend Lodi Citizens in Action's Lodi Law Enforcement Appreciation event on September 30, 2015, from 3 to 7 p.m. at Lodi Lake. The purpose of the event is to demonstrate support for Lodi Police Department and San Joaquin County Sheriff's Department with proceeds to benefit the Lodi Police Foundation. Sponsors include the 180 Teen Center and local businesses, and the event will offer complimentary meals to law enforcement officers, as well as raffle prizes, music, and children's activities for attendees.

Robert Rasmussen stated that he returned from vacation to find a cottonwood tree from the Awani property had fallen onto his property and caused damage to his residence and yard. He was told initially that the tree fell from City-owned property; however, he stated the City later notified him that the tree is on State property, he should contact the State regarding restitution, and that the City would not cover the repairs. He expressed disappointment, adding that he felt it was unfair of the City to avoid its obligation because of a technicality. He wanted Council to be aware of this situation and asked if anything could be done to remove the tree from his yard so he can commence with repairs.

City Manager Schwabauer stated he was unaware of the specific details of this matter and stated he would look into it and contact Mr. Rasmussen to follow up. He added that the City has had difficulty in the past with trees that fall into the river because the State must give permission to cut or remove them. City Attorney Magdich stated that she became aware of his situation just prior to the Council meeting; a claim has yet to be filed by Mr. Rasmussen; and staff is in the process of investigating the matter.

Scott Somer asked who he should contact to institute a Neighborhood Watch group in his neighborhood, to which Mayor Johnson responded that Police Partner Jan Thalken heads the program and staff will ensure he receives her contact information.

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

Council Member Nakanishi reported that the State legislature passed SB350 last Friday, which mandates that 50 percent of electricity come from renewable resources by the year 2030. At a recent Shirtsleeve Session, staff demonstrated its ability to meet the 33 percent by 2020 mandate; however, the new 50 percent mandate will necessitate additional renewable energy purchases, which will be a challenge for the City and rate payers.

Council Member Kuehne reported that he met with Senator Galgiani on Monday to discuss the twin canals, funding for ACE commuter trains and the Altamont, and funding for Americans with Disability Act (ADA) compliance. He stated that Senator Galgiani indicated hope that the Governor will sign legislation for ADA compliance grant opportunities, which could benefit the Grape Bowl. Council Member Kuehne stated he attended the Lodi Memorial Hospital event launching the Robotic Institute of Northern California, adding that Lodi Memorial has two \$2 million units and has performed over a thousand surgeries to date with a waiting list for more. He requested that Deputy City Manager Jordan Ayers keep Council apprised of the improved customer service training efforts in response to the concerns brought up at the

City Manager's meeting regarding Electric Utility. Council Member Kuehne requested a future Shirtsleeve Session to readdress the fee to reserve Lodi Lake, suggesting there should be a sliding scale as it relates to the closure of the lake. He further invited the public to celebrate the Kiwanis Club's 50th anniversary at Woodbridge Golf and Country Club on September 20 at 5 p.m.

Mayor Johnson commented on the shooting last week near downtown and commended the Police Department for its professional handling of the incident and in controlling the situation to ensure it did not expand to other areas or escalate into further violence. He stated he was pleased to see downtown parking enforcement recommence with use of the Police Partners. Mayor Johnson stated he believed there are a number of people who abuse the parking, which is unfair to the merchants. Mayor Johnson requested staff research the possibility of establishing a downtown shuttle from the parking garage that would make a continuous loop throughout the day to various parts of town in order to encourage parking in the garage.

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

City Manager Schwabauer stated that he would like to schedule a follow-up to last week's meeting with the Facebook group concerned about Electric Utility rates and charges in order to respond to their questions and report on adjustments to customer service. Further, Mr. Schwabauer stated that Council Member Mounce, who was ill and absent from the meeting, requested Council consider a citizens commission to follow up on any issue that is not addressed and resolved at the staff level.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving 2014/15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report; an Amendment of the 2015/16 Action Plan to Accommodate the Reallocation of Unused CDBG Funds; and Appropriating Funds (\$32,279.80) (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 Johnson called for the public hearing to consider adopting resolution approving the 2014/15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); an amendment of the 2015/16 Action Plan to accommodate the reallocation of unused CDBG funds; and appropriating funds in the amount of \$32,279.80.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the 2014/15 CDBG CAPER and amendment of the 2015/16 Action Plan to accommodate the reallocation of unused CDBG funds. Specific topics of discussion included CDBG accomplishments from 2014/15, amendment of the 2015/16 Action Plan, CDBG public hearing, and recommended action.

In response to Council Member Kuehne, Mr. Wood stated that the Gang Reduction, Intervention, and Prevention (GRIP) program is fully funded this year with the understanding that the Lodi Unified School District will cover half of the costs. For the last quarter of fiscal year 2014/15, the program was funded with reallocated funds from the Public Works graffiti abatement program, in conjunction with the school district's contribution. Further, the GRIP program full-time position is funded in the budget and is currently active.

In response to Council Member Kuehne, Mr. Wood explained that the request from Community Partnership for Families (CPF) was not on the list; however, the organization had been approaching the City in previous years asking for assistance in securing a facility. The Fire Administration facility in the parking garage will be available soon and the recommendation is to provide CPF funding for tenant improvements to change it from a secured office to an open, public facility. CPF brings in families for service integration and connects them with other service organizations. Additionally, GRIP program staff will work with families at the facility. City Manager Schwabauer added that this project has been a long time coming to Lodi as CPF has been attempting to locate a Family Resource Center in the community. He stated that the previous

Council directed staff to make this possible and had suggested that the Fire Administration building be considered once it was vacated, using CDBG funds to remodel the facility. Mr. Wood clarified that the remaining applicants who had requested CDBG funding were for public services and no further CDBG funds can be applied to that category.

Mayor Johnson opened the public hearing for public comment.

Robina Asghar with CPF explained that the Center was previously located in the Lodi Boys and Girls Club facility and most recently moved to the Human Development Office. CPF completes an intake for each family to ascertain its needs and provides the appropriate services or brings in partners so the families do not have to travel to other locations for assistance. She stated that CPF has been in Lodi for 18 years and has six other centers: one in Tracy and five in Stockton. With regard to staffing, the Lodi Center will have four staff and eight volunteers.

In response to Council Member Kuehne regarding the small size of the facility, Mr. Schwabauer stated that the Center's staffing will vary on its case load, adding that outside agencies, such as Lodi Police Department, Child Protective Services, and San Joaquin County Mental Health, will also be on site at times to provide assistance. Ms. Asghar added that many of the staff members and volunteers will be out in the community as well.

Council Member Nakanishi expressed support for the GRIP program and asked for information regarding the participants' ages and the State prison. Mr. Wood answered that the age range for the participants is 13 to 18, with a majority of the kids at 13, and that Mule Creek State Prison facility is utilized for the program and shared on an alternating basis with Stockton. Mr. Wood added that there are only a few programs similar to this throughout the State prison system, but it is beginning to be recognized as an effective tool, and he hopes to see this program replicated elsewhere in the correctional system.

There being no further public comments, Mayor Johnson closed the public hearing.

Council Member Nakanishi made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-170 approving the 2014/15 Community Development Block Grant (CDGB) Consolidated Annual Performance and Evaluation Report; approving an amendment of the 2015/16 Action Plan to accommodate the reallocation of unused CDBG funds; and appropriating funds in the amount of \$32,279.80.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

G-2 Public Hearing to Receive Input and Consider Adoption of Resolution Calling an Election to Submit to the Qualified Electors the Question of Levying a Special Tax within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3); Resolution Declaring the Results of the Special Election and Ordering the Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3); and Introduce an Ordinance Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3) (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 Johnson called for the public hearing to receive input and consider adoption of resolution calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District (CFD) No. 2007-1 (Public Services) (Annexation No. 3); resolution declaring the results of the Special Election and ordering the annexation of territory to CFD No. 2007-1 (Public Services) (Annexation No. 3); and introduce ordinance levying and apportioning the special tax in the territory annexed to CFD No. 2007-1 (Public Services) (Annexation No. 3).

City Manager Schwabauer provided a presentation regarding CFD No. 2007-1 Annexation No. 3, stating that the CFD was formed in 2007 requiring that all new residential construction units in Lodi pay a CFD fee, which is \$500 a year for a single-family residence. This annexation will add a five-lot subdivision to the District.

Council Member Kuehne questioned how wide the ingress/egress on the corner will be and whether it will be a shared driveway. Deputy Public Works Director Charlie Swimley responded that the parcel is shared with the adjacent lot, the width is 20 feet, and staff verified that the driveway width meets Fire Department requirements.

Mayor Johnson opened the public hearing for public comment.

There being no public comments, Mayor Johnson closed the public hearing.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-171 calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

City Clerk Ferraiolo reported that she canvassed the returns of the election called for September 16, 2015, and confirmed that the measure passed.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-172 declaring the results of the Special Election and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

Council Member Kuehne made a motion, second by Mayor Johnson, to introduce Ordinance No. 1915 levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

H. Communications

H-1 Appointment to the Recreation Commission (CLK)

Council Member Nakanishi made a motion, second by Council Member Kuehne, to make the following appointment:

Recreation Commission

Breanna Meyer, term to expire December 31, 2016

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

H-2 Monthly Protocol Account Report (CLK)

Mayor Johnson made a motion, second by Council Member Kuehne, to approve the monthly Protocol Account Report through August 31, 2015.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

RECESS

At 8:15 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:23 p.m.

I. Regular Calendar

I-1 Consider Resolution Adopting the Report on Homelessness in Lodi from the Committee on Homelessness (CD)

John Ledbetter with the Homeless Solutions Committee (HSC) provided a PowerPoint presentation regarding the Committee's Report on Homelessness in Lodi. Specific topics of discussion included purpose, beginnings, definition, statistics of homeless, findings, recommended overall goal, short- and long-term strategies and actions, and next steps.

City Attorney Magdich provided information regarding the rights of the homeless, stating that courts have found that criminalizing certain activities is unconstitutional: 1) begging, panhandling, and soliciting for money is a form of speech and is protected under the First Amendment; although, the court has found that cities can limit panhandling if it becomes aggressive, if it becomes a safety issue, or if it is near an Automated Teller Machine, and Lodi has an ordinance prohibiting aggressive panhandling; 2) sleeping, camping, and storing belongings has been ruled by the court as personal possessions and property and there are requirements for posting a property, storage of belongings, and notification about disposition of property if uncollected; 3) loitering is not a crime, but trespassing and loitering in posted areas is; and 4) distribution of food at parks and public open spaces is not a crime; however, large gatherings of groups may require a permit to aid in crowd management and clean-up after an event.

Hayden Johnson expressed concern about the possibility of turning Lawrence Park into a dog park and the removal of the benches and tables and questioned the intention behind this effort. He believed this will only result in moving the homeless further into the downtown area or Emerson Park and stated that Lawrence Park is a fine park, but he does not see many people visiting it. Mr. Johnson stated that he understands relocating the homeless and providing them with better opportunities, but not if it only causes them to move elsewhere.

Diette Goni also expressed concern about Lawrence Park, stating that it is disappointing that a place where the homeless congregate is taken away from them and given to dogs. She further suggested that the homeless be provided restroom accommodations because many of the available facilities close at 4 p.m.

John Beckman with the Building Industry Association expressed appreciation to the Committee for the minor amendment made to the report, which was presented to Council as a Blue Sheet item, that addressed the building industry's concern about inclusionary housing. He stated that he supports the report, findings, and suggestions and will be joining the Committee

and actively participating in the work.

A homeless individual, identified as Jenna Geddard, stated that the program sounds positive, but she expressed disappointment that no one from the homeless community was on the Committee to explain the experiences and needs of the homeless.

Debby Goni also expressed concern about Lawrence Park, stating she visits the park often to communicate with the homeless. She was disappointed that the tables were removed and stated that Lawrence Park needs to be whole, clean, and available to the homeless as a pleasant location to spend the day. She too expressed a need for restrooms, particularly in the downtown area, that could include shower facilities. Ms. Goni further suggested that, if the parking garage is not being used for parking, it may be an ideal location for shower and restroom facilities, as well as providing an opportunity for someone to earn income to keep it clean.

City Manager Schwabauer stated that the Committee was self-selected and included those who answered the invitation to attend the first meeting and offered to assist; it was not a Council-appointed committee. He stated that anyone who wanted to participate was welcome to be a part of the Committee, including members of the homeless community.

Christopher Vigil commended the Committee for the amount of work it put into this effort and report and the increased efforts of Salvation Army. He expressed support for a downtown restroom and suggested that houses that remain vacant for more than 30 to 60 days should be required to install an alarm system for monitoring by the Police and Fire Departments to respond quicker to fires. Mr. Vigil made comments on the following items: the purpose of a resource guide; definition of public nuisance; parking meters to collect change and the potential for vandalism; extent of and public safety concerns relating to block walks; support of continued enforcement of encampments along the river and implementation of an identification program; and repurposing facilities, such as the General Mills building, in which the homeless can reside.

Mayor Johnson pointed out that the City does not own General Mills and cannot made decisions on the use of the building.

Captain Martin Ross with the Lodi Salvation Army expressed gratitude for the City's support and stated that the Salvation Army is part of the solution by sending cleaning crews to pick up trash and providing many valuable services. Captain Ross corrected the misnomer that the homeless cannot shower at the Salvation Army, stating they can use the shower and restroom facilities any day and time, but they cannot stay overnight if they test positive for drugs or alcohol. He announced than an unnamed church, and potentially a second one, will be providing 100 percent paid transitional housing for one year for a family, following the completion of a drug and alcohol program.

Mayor Johnson asked the City Clerk to notify the individuals who spoke regarding Lawrence Park when the item comes before Council for discussion and summarized the following issues that were expressed: need for restroom facilities; reutilization of the parking garage; monitoring of vacant buildings, and concerns about block walks.

In response to Council Member Kuehne, Mr. Schwabauer stated that Council is not voting to perform any one project in the report; only voting to authorize staff and the Committee to pursue the strategies and bring back projects to Council on an individual basis.

Council Member Nakanishi expressed concern that the only funding available to apply toward this effort is Community Development Block Grant funds, which would reduce the amount of funding that can be applied to other programs. Further, he stated he believed this should be a regional effort, not solely a local strategy, because it will attract people from other counties.

Mayor Johnson made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-173 adopting the Report on Homelessness in Lodi from the Committee on

Homelessness, as amended on the Blue Sheet relating to long-term strategy No. 3 on inclusionary housing.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

I-2 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Agreement for Professional Services with Efficiency Services Group, of Hillsboro, Oregon, for Public Benefits Program Administration and Further Authorizing City Manager to Execute a Two-Year Extension at City's Option (\$405,125) (EU/PW)

Business Development Manager Adam Brucker provided a PowerPoint presentation regarding Amendment No. 1 to the agreement with Efficiency Services Group for Public Benefits program administration. Specific topics of discussion included newsletter, audit, and Direct Install Program; Public Benefits program; Efficiency Services Group (ESG); customer concerns; new ESG services; customer assistance; and recommended action.

In response to Council Member Kuehne, Mr. Brucker confirmed that the energy audit and Direct Install programs will be free to customers; the fee is built into the ESG contract for the City's program. Unlike the rebate programs, customers will not need to make the initial investment and request a refund. Mr. Brucker further explained that a thermostatic shower valve closes once the water reaches a certain temperature, thereby saving water and energy. Public Works has expressed an interest in sharing the cost on items that also save water.

In response to Council Member Kuehne, Mr. Brucker stated that the contract is funded from the 2.85 percent revenue that is set aside for public benefits, which must be spent on energy efficiency, adding that this funding cannot be used on anything else.

In response to Council Member Nakanishi, Mr. Brucker stated that this program is available for all customers with no restrictions on who can participate.

In response to Council Member Nakanishi, City Manager Schwabauer stated that the current billing system, JD Edwards, does not allow self-selected billing cycles; however, Deputy City Manager Jordan Ayers is exploring the possibility on whether or not the new Tyler system can accommodate that once it is implemented. He further added that it would be too difficult to bill every utility customer on the same cycle. Mr. Ayers added that staff may have some flexibility with the new system, but the City cannot put itself into a position where it issues over 20,000 bills on a given day. He anticipated the new billing system will be implemented within the next three to six months and stated that staff is currently working on the development and testing phases.

In response to Mayor Johnson, Mr. Brucker confirmed that the City already has a contract with ESG and this amendment will add the new programs to the services currently being provided. Mr. Brucker further confirmed that ESG representatives, as part of the original contract, attend Northern California Power Agency (NCPA) meetings and report to staff on lobbying efforts. Mayor Johnson suggested that staff could likely obtain that information from NCPA directly; expressed concern about the need and effectiveness of a mailed newsletter, stating that many customers do not read the utility bill inserts and it may be more effective to e-mail them; and questioned the need for meter testing since it has been stated that meters either function or not. Mayor Johnson questioned if the contract contained too many services at a high cost, some of which seem unnecessary or redundant. Mr. Brucker stated the contract includes \$1,200 for design and printing of the newsletter and the City can opt to e-mail the newsletter instead.

Council Member Kuehne concurred with Mayor Johnson that the newsletter will likely go unread by many customers, and he expressed support for the energy audit portion of the contract because it will provide greater customer service.

Miranda Boutelle with ESG stated that the company works with 26 different public utilities, providing a variety of programs to each, and administers the Public Benefits program for four utilities, one of which is Lodi. Ms. Boutelle stated that ESG handles Lodi's required reporting to the California Energy Commission and has a team of eight individuals with different skill sets who work with customers through the rebate process in order for the City to meet its energy efficiency goals.

In response to Council Member Kuehne, Ms. Boutelle stated that the Direct Install program is highly effective in making customers feel that a utility cares about its customers. She stated that ESG employees are local and will be in uniform, wear badges, and have magnets on their vehicles identifying themselves and that the Police Department is typically notified so they are aware of who is in the neighborhoods. Ms. Boutelle explained that the reason behind the newsletter is to advertise the program and inform customers that this option is available to them. In further response to Council Member Kuehne, Ms. Boutelle stated that ESG has been operating the Direct Install program for five years and only one other utility requested a newsletter feature in the contract in order to spread the word about the program and to offer regular tips and best practices to its customers.

In response to Council Member Kuehne, Electric Utility Director Elizabeth Kirkley stated that the contract helps the City meet State mandates for energy efficiency and solar reporting, adding that utilities who do not utilize a contractor for this process typically have additional staff members who handle the task. With regard to the newsletter, she stated that the contract has an option to produce the newsletter electronically on the website or e-mailed to customers, and she expressed her desire to reach out to the customers to better communicate with them, citing the Library's success with its newsletter.

In response to Council Member Nakanishi, Mr. Brucker stated the City realizes \$1.9 million of revenue for the public benefits program, which comes from the 2.85 percent mandatory set-aside for energy efficiency.

Christopher Vigil questioned if the auditors will recommend to customers that they transition to solar power and which company to utilize because, for some, changing out light bulbs may not be sufficient enough to realize significant savings.

Council Member Nakanishi made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-174 authorizing the City Manager to execute Amendment No. 1 to the Agreement for Professional Services with Efficiency Services Group, of Hillsboro, Oregon, for Public Benefits program administration and further authorizing the City Manager to execute a two-year extension at City's option, in the amount of \$405,125.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

I-3 Adopt Resolution Approving Final Map for The Village Oaks, Tract No. 3868 (PW)

Public Works Director Wally Sandelin stated this item is routine and typically handled on the Consent Calendar; however, Council could not act on it until Public Hearing item G-2 regarding the Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3) was concluded. Mr. Sandelin recommended Council approve the Final Map for The Village Oaks, Tract No. 3868.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-175 approving the Final Map for The Village Oaks, Tract No. 3868.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

I-4 Adopt Resolution Approving New Classification, Job Description, and Salary Range for the Position of Utilities Manager; Approving Elimination of Deputy Public Works Director Water/Wastewater Position; and Approving Amendments to Job Descriptions and Salary Adjustments for the Positions of Water Plant Superintendent, Wastewater Plant Superintendent, and Utilities Superintendent (CM)

Human Resources Manager Adele Post provided a presentation regarding the proposed restructuring in the Public Works Department, stating that the recommendation is to approve a new classification and salary range for Utilities Manager, which will eliminate and replace the currently-vacant Deputy Public Works Director Water/Wastewater, resulting in a cost savings of 10 percent. The Utilities Manager will provide high-level management and oversight to the three utility divisions, provide oversight of the Public Works budget, and be responsible for the Fleet division. Additionally, the proposal will adjust the salaries for the three superintendents - Water Plant, Wastewater Plant, and Utilities - to reflect their additional permanent duties and be equivalent to the 10 percent temporary upgrades all three were receiving during the vacancy of the Deputy Director position.

Council Member Kuehne made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-176 approving the new classification, job description, and salary range for the position of Utilities Manager; approving the elimination of the Deputy Public Works Director Water/Wastewater position; and approving the amendments to the job descriptions and salary adjustments for the positions of Water Plant Superintendent, Wastewater Plant Superintendent, and Utilities Superintendent.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

I-5 Adopt Resolution Approving Salary Adjustments for the Classifications within the Engineering Series (CM)

Human Resources Manager Adele Post provided a presentation regarding the salary adjustments for the classifications within the Engineering series. Specific topics of discussion included the seven classifications in the series, specialized qualifications for engineers, difficulty in recruiting, and high demand for engineers. Ms. Post stated that the recommendation is to implement an 8 percent salary increase across the board, including current employees and vacancies, in order to put the City in a better position to recruit for these positions.

Mayor Johnson made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-177 approving the salary adjustments for the classifications within the Engineering series.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

I-6 Adopt Resolution Approving the Classification, Job Description, and Salary Range for the Position of Service Writer (CM)

Human Resources Manager Adele Post provided a presentation regarding the classification, job description, and salary range for the position of Service Writer, stating that this is a new classification, which was approved in the budget, and will require the position to perform

administrative and customer service functions in the Fleet division, which will allow the mechanics to better perform their duties. Ms. Post stated that a higher-level position was eliminated, the salary is equivalent to the Parts Clerk, and the bargaining group has reviewed the proposal and is in concurrence.

Council Member Kuehne made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-178 approving the classification, job description, and salary range for the position of Service Writer.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Council Member Chandler, and Council Member Mounce

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:01 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 22, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 22, 2015, commencing at 7:03 a.m.

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

Absent: None

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

NOTE: Council Member Kuehne left the meeting at 8:10 a.m.

NOTE: Council Member Nakanishi left the meeting at 8:15 a.m.

B. Topic(s)

B-1 Receive Information on the Sustainable Groundwater Management Act (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation on the Sustainable Groundwater Management Act. Specific topics of discussion included legislation, why groundwater is important, explanation of the Sustainable Groundwater Management Act (SGMA), water rights, definition of "sustainable," where Lodi fits in, Lodi historical groundwater use, SGMA timeline, definition of Groundwater Sustainability Agency (GSA), function of GSAs, authority of GSAs, definition of Groundwater Sustainability Plan (GSP), options for governance, staff recommendation, and shared responsibility.

In response to Council Member Mounce, Mr. Sandelin stated the Urban Water Management Plan was last updated in 2011 and staff is currently working on the next update. In further response, Mr. Sandelin stated staff used data from the 2006 Urban Water Management Plan, rather than the 2011 Plan, to determine Lodi's sustainable yield of 14,600 to 15,800 acre feet because the groundwater model had expanded in size and added agricultural and City wells, which caused a decrease in the yield by 10 to 15 percent due to increased irrigation pumping.

In response to Council Member Mounce, Mr. Sandelin stated the purpose of this presentation was to provide Council with different pathways the Council may take in creating the GSP, adding that if the City does not develop a plan, the State will create one for the City. City Manager Schwabauer explained groundwater is governed by State law; however, there is no regulatory board to oversee how much water is pumped from the basins, other than the court system. SGMA is the State's effort to allow local government entities to make those determinations, instead of the courts, and this is Lodi's opportunity to determine how local its agency will be. Mr. Sandelin added that the League of California Cities has been very active on this piece of legislation to positively influence the outcome.

Mayor Johnson questioned how the City can control the impact of outside pumping and water flow, particularly when Lodi manages its groundwater so well. Mr. Sandelin agreed it is a challenge, stating agricultural pumping outside of the City influences how the plumes move under the City, and staff is utilizing that information to manage how the City pumps water out of the wells in order to decrease the need for granular activated carbon filters. An earlier analysis suggests that agricultural pumping increased by 15 percent, and there are lower groundwater levels in the outside areas. In further response, Mr. Sandelin stated he believed it would be wise for the City to form its own GSA and not join with other agencies, such as Cal Water or Stockton East Water District.

In response to Council Member Nakanishi, Mr. Sandelin stated currently there is no pumping restriction on farmers and they can take as much water as they want; however, under SGMA, an agency will have the power to control pumping, or the State will do so if the agency does not create a sustaining condition within 20 years. In further response, Mr. Sandelin stated it is allowable that each agency can implement different conditions.

In response to Mayor Pro Tempore Chandler, Mr. Sandelin explained it is difficult to monitor wells on private properties because most property owners are reserved about divulging how much groundwater is in their wells and some of the data is held by the State.

Council Member Nakanishi stated landowners should volunteer their data on groundwater and a GSA can require them to do so.

Mr. Sandelin explained the options for governance, which include a Centralized GSA, Distributed GSA, or a combination thereof, and he stated that the North San Joaquin Water Conservation District (NSJWCD) opted against a Distributed GSA, primarily due to cost, and is planning to move forward under a Centralized GSA. He stated the Woodbridge Irrigation District (WID) Board extended an offer to both Lodi and NSJWCD to form a local GSA.

In response to Mayor Johnson, Mr. Schwabauer stated there are different ways of viewing the various governance options and that Mayor Johnson's comment to ensure NSJWCD does not pump Lodi's water is a valid point. Staff believes both Lodi and WID are sustainable agencies. Because of the obligation to prove sustainability, if Lodi were to join an agency that included entities with sustainability issues, Lodi could be outvoted and forced to give its water to apply to their overdrafts, which is of major concern to staff. If these other agencies form their own GSA, they would be obligated to prove sustainability on their own without taking Lodi's oversupply. Mr. Schwabauer further explained that a majority vote on a GSA would be two-thirds of a quorum and, as an example, if the GSA included Lodi, WID, and NSJWCD, the board would consist of three individuals. Mayor Johnson stated Lodi has historically had a positive relationship with WID, and he hoped that would continue because that would be a majority vote in this example.

Council Member Mounce stressed that it is Council's responsibility to oversee and protect Lodi's most valuable commodity of water and believed the City should form its own GSA and not depend on anyone else. Lodi is prudent in conserving water and should not lose control of it. She further stated citizens would lose oversight and transparency with any other board.

Council Member Nakanishi expressed his concern that this process will be costly if Lodi forms its own GSA and believed that the San Joaquin County Board of Supervisors would ensure nothing harmful happens to Lodi if countywide safety factors were built into the agency. He added it is difficult to create a law that will tax everyone, but Lodi should be a part of the decision-making process.

Council Member Mounce argued that water will be costly either way moving forward and any decision to tax the public must be done locally and not by other agencies, over which Lodi would have no control.

Council Member Kuehne believed the City should be proactive in its approach and not place itself in a negative position. He stated it may behoove the City to join WID; however, it may also be beneficial to join with the larger entities as part of a Centralized GSA instead of answering to them. He stated he would like to hear further from WID regarding this matter.

Mayor Pro Tempore Chandler requested information on WID's decision behind inviting other agencies to join, and Council Member Mounce requested that the potential costs be provided to Council.

Mr. Sandelin stated the basin boundaries are San Joaquin County and partially into Stanislaus and Calaveras Counties. The staff recommendation is to form a GSA as a partner with WID with further participation in the Centralized GSA. The model of a Centralized GSA is that it performs

investigations and each agency would be a funding partner. SGMA requires that, if there are multiple GSAs, they are planned and coordinated. Mr. Schwabauer added staff is looking for a Centralized GSA to handle the majority of investigations, in which Lodi would participate, but in proving sustainability, Lodi would have that right and not cede it to the Centralized GSA.

Andy Christensen with WID stated he concurs with staff's recommendation, adding that the goal behind the letter of invitation was to retain local authority over the most onerous portions of the legislation, which are local control over use and cost of water into the future, and this recommendation works toward that end. The letter of invitation included NSJWCD and Lodi to form its own GSA primarily because of the positive, long-standing working relationship with Lodi, the shared river source, and Lodi's responsible management of its groundwater basin. The County model is largely sustainable at this time, but beyond Lodi and WID, there is an issue with sustainability and water flowing out of the area. The concern is who ultimately controls the local resources, and both Lodi and WID have done an outstanding job conserving water in this area. Mr. Christensen stated the Groundwater Banking Authority recently discussed forming a GSA that could manage groundwater for the entire area. The law allows agencies, such as Lodi and WID, to form a GSA, and if it chooses not to form its own agency, the responsibility goes to the County; however, the County has indicated it will not do so and is working with the Groundwater Banking Authority to form the agency. The staff recommendation will allow the City to retain local control on wells, how much water to take out of the ground, costs, and definition of sustainability, while also participating with the larger GSA. He stated that being controlled by a larger GSA will reduce Lodi's voting ability and leave it in a defensive position. Mr. Christensen stated partnering with a larger GSA will not save costs; those costs will be the same either way, but Lodi would also lose its local control.

In response to Mayor Pro Tempore Chandler, Mr. Christensen stated that at this point the legislature is addressing groundwater only, but in the future this could expand to surface water or connectivity, and he stressed the importance of maintaining local control while the ability exists and to prohibit larger groups from making sustainable agencies help them meet the goals that they cannot meet on their own.

Council Member Mounce shared her negative experience when attempting to find out who serves on the WID Board and the unreceptive response she received when she contacted one of the members. She stated her overall concern with joining another group is that a board, other than the City Council, will be unaffected by community input on this issue.

Council Member Nakanishi stated he favors the concept of controlling Lodi's water and of a larger GSA handling the major details. He questioned if there has been any discussion about this before the groups vote on it.

In response to Mayor Johnson, Mr. Sandelin stated the next step would be Council action to file the City's intention to form a GSA with the State, which can be rescinded or modified at a later date. He suggested, however, that it would be worthwhile to gather and present Council with additional information about the scope of the GSP, the cost of going in that direction on its own or with a partner, and working with the Groundwater Banking Authority to see what it anticipates in funding participation. Currently, the City pays \$20,000 a year for the Groundwater Banking Authority joint powers agreement. Mr. Sandelin stated he anticipates there would be a sizable initial payment to a larger GSA for data gathering, but he believed more investigating and information gathering was necessary.

Mayor Johnson requested that a subsequent Shirtsleeve Session be held to further discuss this matter before it comes to Council for action.

In response to Mayor Pro Tempore Chandler, Mr. Sandelin explained a GSA has the power, if needed, to limit pumping as measured by meters, but those are provisions of the authority of SGMA and not necessarily what Lodi would demand. SGMA requires that the sustainability goals provided in the plan be achieved 20 years from 2020. With regard to extraction, Mr. Sandelin stated some agencies impose a groundwater charge for water extracted from the ground, and this would be an allowance that could fund activities of the GSA.

In response to Council Member Nakanishi, Mr. Christensen stated WID is in a similar situation as Lodi in trying to determine how it will deal with this legislation, while still protecting its groundwater. The WID board voted to send a letter to other agencies as an invitation to discuss the possible formation of a GSA, yet WID continues to cooperate with the County. The primary goal is to retain the power to make its own decisions and not be at the mercy of the vote of a larger agency on sustainability matters. Council Member Nakanishi stated this plan should be for the entire county and the intentions should be shared with the other entities and the Groundwater Banking Authority.

Myrna Wetzel expressed support for gathering additional information before making a final decision on the matter.

Mike Lusk questioned if the groundwater reserve takes into account the increase in residential expansion in Lodi, as well as industrial; if Lodi would assume authority of groundwater from NSJWCD if the sphere of influence is increased; and how the salt water intrusion from the twin tunnels will affect the water in Lodi's basin, because it is currently dependent upon fresh water. He believed that many of the groundwater requirements today will be negligible to Lodi in the future when trying to utilize surface water.

Council Member Mounce agreed with the premise that the twin tunnels will allow salt water to seep into Lodi's system, stating that it will likely ruin Lodi's groundwater source once they are built.

RECESS

At 8:15 a.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:21 a.m.

B-2 Tour of City Hall Annex Office Space (PW)

At 8:21 a.m., City staff provided a tour of the City Hall Annex office space.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:32 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 22, 2015**

A. Roll Call by City Clerk

The City Council Closed Session meeting of September 22, 2015, was called to order by Mayor Johnson at 7:00 a.m.

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

Absent: None

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

B. Closed Session

B-1 Prospective Option to Lease City Property (20+ Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12475 North Thornton Road, Lodi, CA); the Negotiating Parties are PG&E and the City of Lodi; Price and Terms of the Lease are Under Negotiation; Government Code §54956.8 (CA)

At 7:00 a.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:01 a.m.

C. Return to Open Session / Disclosure of Action

At 7:02 a.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

Item B-1 was discussion and direction only with no reportable action.

D. Adjournment

There being no further business to come before the City Council, the Special meeting was adjourned at 7:03 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 29, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 29, 2015, commencing at 7:11 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Changing Electric Utility Business Model (EU)

Melissa Cadek, Rates & Resources Manager, provided a PowerPoint presentation regarding the changing Electric Utility (EU) business model. Specific topics of discussion included overview, traditional EU business model, new EU business model, solar installations, impact on utilities, revenue erosion cycle, fixed costs and revenues, utility solution - publicly-owned utilities, utility solution - investor-owned utilities, options and solutions for Lodi, other rate issues, and next steps.

City Manager Schwabauer explained the challenge of comparing rate sheets with other utilities, stating that many utilities have a fixed charge added into the rate. Lodi does not have a fixed charge; instead, it has a minimum charge of \$5.25, which is subsumed into the total amount of the bill and not added onto the rate.

Council Member Mounce stated landlords will be displeased with a fixed-rate charge because they will have higher bills while the power is on to upgrade vacant homes, adding that landlords will ultimately raise rates to cover that cost, which will harm renters and fixed-income individuals.

In response to Council Member Mounce, Deputy City Manager Jordan Ayers stated the late fees collected by the City have been comparable from year to year. In further explanation, he stated the late fee revenues have increased over time, but it is flat year over year. Mr. Ayers confirmed the late fee revenue goes to the general fund and not to the utility account. Ms. Cadek explained, without a fixed charge, EU is collecting the fixed cost of the system from the upper rate tier users only, which is the reason behind balancing the inequities.

Council Member Mounce addressed the inequity between utility users, stating high-energy users are subsidizing those that are not. She questioned if high-energy households typically consist of multiple bedrooms, high number of individuals, and a swimming pool, to which Ms. Cadek responded in the affirmative. Council Member Mounce stated she believed there was an inequity in making low-income households and those who conserve energy pay for users with large homes and pools. Mr. Schwabauer added another high-energy user profile includes renters and those living in poor conditions, to which Ms. Mounce reiterated it is unfair to penalize them along with those with swimming pools. Mr. Schwabauer stated that, if the City made the change that the Public Utilities Commission is forcing PG&E to make by flattening tiers, the renters in homes with poor electric infrastructure and those that are high-energy users would have a softened affect on the rate. Council Member Mounce stated her concern is that those who live modestly and are saving electricity will be penalized, while low-income individuals and those living beyond their means could see a reduction in their rates.

In response to Council Member Kuehne, Mr. Ayers stated half of the \$70 million EU budget represents fixed costs and, in order to cover those costs, each of the 25,000 utility customers would need to pay a fixed charge of \$128 per month. Mr. Schwabauer stated it is not solely solar customers who are not paying the cost to maintain the system; it is everyone.

Mr. Schwabauer explained demand charges take into account the maximum amount of energy used at one time in a household, versus how much is used over a day, because the grid must be sized appropriately to meet the maximum demand when needed. Ms. Cadek added many utilities are considering residential demand charges, but the City does not have the infrastructure to provide that option at this point and the concept is complicated to explain to customers.

In response to Council Member Mounce, Ms. Cadek stated the technology exists for residential meters to capture use per time of day, but the cost would be significant to change out the residential meters. In further response, Mr. Schwabauer stated the current meters are not smart meters and, at the time when the meters were replaced, there was litigation against PG&E as to whether the new technology was reading correctly or not and the City opted against the smart meters because of this uncertainty and lawsuits.

In response to Council Member Nakanishi, Mr. Schwabauer stated smart meters are the current trend, and Electric Utility Director Elizabeth Kirkley stated there would be a significant cost to upgrade the system and infrastructure to handle smart meters. Ms. Cadek added the billing system would also need to be adjusted if the meters were upgraded.

In response to Council Member Kuehne, Ms. Cadek stated the current one-way communication AMR (automated meter reading) meters would have little to no re-sale value because most utilities are moving in the direction of the smart, two-way communication AMI (advanced metering infrastructure) meters. She stated the lifespan of the current AMR meters is 10 to 15 years and the City is not yet at the point that it needs to replace them. In further response, Electric Utility Superintendent Charles Berry stated the smart meter technology is still fairly new and he could not estimate their lifespan because he was unaware of any utility that has had to replace them. Mr. Berry confirmed new subdivisions are equipped with the AMR meters.

In response to Mayor Johnson, Mr. Berry stated the future is heading toward smart meters, but he could not predict when the State legislature will mandate utilities to begin using them. Ms. Cadek added legislation will likely not require installation of smart meters; rather, it may require a time-of-use option in the rate structure, which would result in the need for smart meters.

Council Members Kuehne and Mounce discussed the pros and cons of installing AMI meters in new subdivisions now, even though they cannot be utilized, versus later when it may be more costly to replace all of the meters. Ms. Kirkley pointed out the technology of smart meters may evolve greatly between now and then and any meters installed today may be outdated by the time the City is ready to move to AMI meters. Mr. Schwabauer stated the City faced a similar issue with the water meters and opted to postpone installing meters until it was time to begin phasing in sections of town, adding that those meters are now outdated because the new meters are remotely readable. In response to Council Member Mounce, Mr. Schwabauer confirmed the infrastructure was put into place for the water meters early on, but the meters themselves were not. Council Member Mounce stated she believed it was sensible to build the smart meter infrastructure and adjust the billing system first before buying and replacing the meters.

Council Member Mounce requested a follow-up Shirtsleeve Session on the impact the various rate options would have on customers. Mr. Schwabauer stated staff requested the rate consultant provide examples of what would happen to various levels of users for options such as flattening the rate structure or requiring a minimum bill, while assuming the same net revenue raised for the system.

In response to Mike Lusk, Ms. Kirkley stated utilities, by law, are required to have the same rate for customers, whether it is solar energy or not. Mr. Lusk expressed concern that revenue collected from late fees is deposited into the general fund rather than back to the utility and

suggested those monies be handled similarly to how City departments pay the utility back for services provided to the department. He stated he believed the late fee revenue should return to the utility to help reduce rates.

Pat Patrick, with the Lodi District Chamber of Commerce, questioned whether the solar industry will increase, since it is only at 1 percent currently, and suggested that adjusting the tier rates is a short-term solution. Ms. Cadek stated California installed more solar systems in 2014 than the remainder of the country from 1970 to 2011 and solar activity will likely decrease once the rebate is eliminated. She further stated restructuring the tiers is not a short-term solution because it does not solely address solar; it also addresses larger inequities in the five-tier rate system.

Myrna Wetzel suggested there may be an add-on installation kit to upgrade the current meters to smart meters, rather than replacing the units entirely.

Mayor Johnson summarized that staff will return to Council with more data and scenarios for the various options that will help Council better define its direction.

Council Member Nakanishi expressed concern that any rate adjustments will harm low-income utility customers, which will not sit well with the public. Ms. Kirkley reminded that low-income individuals can be both low- and high-energy users.

Council Member Mounce suggested other options may be a surcharge for homes with pools or a decrease in the minimum bill amount so the burden is lessened on those individuals who are on a fixed income or are conservative with their energy.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:11 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 29, 2015**

A. Roll Call by City Clerk

The Special City Council meeting of September 29, 2015, was called to order by Mayor Johnson at 7:00 a.m.

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

Absent: None

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

NOTE: City Manager Schwabauer was not present during the Closed Session meeting.

B. Closed Session

B-1 Public Employment – Council Appointee – Job Title, City Manager; Pursuant to Government Code §54957

At 7:00 a.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:08 a.m.

C. Return to Open Session / Disclosure of Action

At 7:11 a.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

Item B-1 was discussion and direction only with no reportable action.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:11 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 6, 2015**

The October 6, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, OCTOBER 7, 2015**

The October 7, 2015, Regular Meeting of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 13, 2015**

The October 13, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Water Well Abandonment Project

MEETING DATE: October 21, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Water Well Abandonment Project.

BACKGROUND INFORMATION: This project consists of abandoning five water well sites, destructing four water wells, and other incidental and related work, all as shown on the plans and specifications for the above project. Two of the well sites are located in town and the remaining three well sites are located at the White Slough Water Pollution Control Facility (WSWPCF).

Well No. 3 is located in a downtown alley, at 219 South School Street (Exhibit A). The City-owned site is approximately 1,730 square feet and is surrounded by parking lots. The well was destructed (filled with cement grout) in 2002 but various pieces of equipment and fencing remain on-site. This element of the project will remove the remaining equipment and fencing as this site is being considered for future abandonment.

Well No. 10R is located at 17700 North Guild Avenue, east of the California Traction Company railroad tracks (Exhibit B). The site is approximately 3,600 square feet and is surrounded by farmland. The well has been out of service since 1992 due to a persistent water-quality problem. This project will remove remaining equipment and destruct the well per San Joaquin County Health Department requirements. The site will be restored to pre-project conditions as this site is also being considered for future abandonment.

There are three irrigation wells located at the WSWPCF (Exhibit C). These wells are no longer in use and will be destructed per the San Joaquin County Health Department requirements. All pumping equipment has been removed from the sites. This project will restore the sites to pre-project conditions. Since these sites are located on the WSWPCF property, no abandonment is being considered.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 12, 2015.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: None.

FUNDING AVAILABLE: Funding for this project will be identified at contract award.
Project Estimate: \$40,500

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang/Senior Civil Engineer
FWS/LC
Attachments
cc: City Engineer
Utilities Superintendent
Senior Civil Engineer



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A Well 3 Abandonment 219 S School





CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B Well 10R Abandonment 17700 N Guild Ave





LEGEND

-  Inactive Irrigation Well
-  Approximate White Slough Water Pollution Control Facility Property Boundary

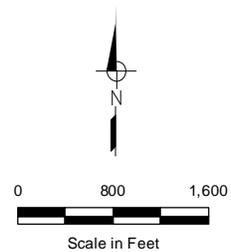


EXHIBIT C

**City of Lodi
White Slough WPCF
Irrigation Well Destructions**



Service Layer Credits: Copyright: © 2013 National Geographic Society

WELL DESTRUCTION LOCATIONS



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Animal Shelter Interior Improvements

MEETING DATE: October 21, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Animal Shelter Interior Improvements.

BACKGROUND INFORMATION: This project includes interior building repairs to the Animal Shelter facility at 1345 West Kettleman Lane. The facility was originally constructed in 1956 and later expanded in 1983. The majority of the building consists of concrete masonry unit walls with gypsum board ceilings. The interior walls of the office and workspace areas are gypsum board.

Over the past few years, staff has struggled on and off with rodent infestations. The rodent issue is now under control, however, the multiple infestations and subsequent mitigations has resulted in significant odor issues. The majority of the odors are believed to be caused by pest waste and/or remains that cannot be effectively removed without replacing the existing interior wall, ceiling, and ceiling insulation materials.

This project will consist of removing and replacing the existing gypsum board walls, ceiling, and ceiling insulation; and interior painting. Removing the insulation and waste should greatly reduce the odor problems in the facility. This project will be phased to allow the facility to remain in use during construction.

The specifications are on file in the Public Works Department. The planned bid opening date is November 24, 2015. The project estimate is \$30,000, including staff time.

FISCAL IMPACT: The project will have a minimal savings on ongoing maintenance costs.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/tb
Attachment
cc: Deputy Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Utility Services Transit Bus Wash Project

MEETING DATE: October 21, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Municipal Utility Services Transit Bus Wash Project.

BACKGROUND INFORMATION: This project consists of modifications to the existing Municipal Utility Services wash bay by installing a fixed gantry drive through vehicle wash system. The project will provide a multi-use wash bay suitable for washing buses, heavy-duty maintenance vehicles, and light-duty vehicles. The proposed system includes a water recycling system to save water while reducing discharges to the City wastewater system.

The City currently shares a bus wash system located at the Lodi Unified School District (LUSD) Transportation Facility on Vine Street, east of Highway 99. It takes a driver and a LUSD required “spotter” a total of 1.25 man hours to perform one bus wash, including the round trip travel time using the LUSD shared system.

The current transit operations contract requires that the transit buses in operation (20 buses) be washed one-time per week. The Transit contractor has determined this effort impractical and has elected to outsource bus washing services for the remaining term of the contract at their own cost. This temporary benefit to the City will expire with the current contract.

The proposed bus wash system is located next to the City’s compressed natural gas fueling station, allowing the drivers to wash buses more efficiently, (wash time approximately two minutes per bus) directly after fueling. Staff expects savings in fuel, wear and tear on City buses, and a substantial decrease in non-revenue operating hours resulting from the travel time to and from the LUSD shared facility. The estimated construction cost (including contingencies) is \$310,000.

This project is included in the updated Short Range Transit Plan accepted by Council in September 2013 and the design contract for this project was approved by Council in December 2014. The planned bid opening date is November 19, 2015.

FISCAL IMPACT: Staff expects a slight increase in facility maintenance costs, and a reduction to transit operation expenses.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Transportation Engineer
FWS/PJF/tb

cc: Transportation Manager/Senior Traffic Engineer
KPFF Consulting Engineers, Matthew Boyer

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure 35 MVA 60/12 kV Power Transformer

MEETING DATE: October 21, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure a 35 MVA 60/12 kV power transformer.

BACKGROUND INFORMATION: The two 35 MVA transformers in Killelea Substation were placed into service in 1969. The normal life expectancy of power transformers operating under normal conditions per IEEE standard C57.91-2011 is 20 years.

When Killelea Substation was refurbished in 2005, it was recommended by the City's engineering consultant, Power Engineers, that both Killelea power transformers be replaced. However funding was not available then to include the transformer replacement as part of the substation refurbishment project.

The Electric Utility's Ten Year Capital Improvement Plan and financial forecast includes funding necessary to replace the Killelea Bank #1 power transformer with a new unit and have the old unit refurbished and re-wound. The refurbished unit will ultimately be used to replace the Killelea Bank #2 power transformer. Staff recommends approval of the specifications, as summarized in the table below, and requests council approval to advertise for bids.

General Transformer Specification	Recommended Purchase Quantity
35 MVA 60 kV Delta to 12 kV Grounded Wye Fully assembled, delivered and ready for energization on customer pad	1

This bid will be for the manufacture, delivery, and installation of the transformer. The detailed specifications are on file at the Electric Utility, 1331 South Ham Lane. The planned bid opening date is November 5, 2015.

FISCAL IMPACT: The total cost of the transformer including delivery and installation is estimated to be \$750,000.

FUNDING AVAILABLE: Included in FY2015/16 Account No. 50199000.77020.

APPROVED: _____
Stephen Schwabauer, City Manager

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JM/lst

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for Designated Operator Duties, Maintenance, and Repairs of City Municipal Utilities Services Fuel Island, and Authorizing Public Works Director to Execute Extension (\$30,000)

MEETING DATE: October 21, 2015

PREPARED BY: Deputy Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, and authorizing Public Works Director to execute extension in the amount of \$30,000.

BACKGROUND INFORMATION: The fuel island, located at the Municipal Utilities Services Center, is heavily used and is crucial to operations of the City's fleet vehicles. Since 2013, the City has contracted with Bagley Enterprises, Inc., to perform monthly inspections and on-call repairs of the fuel island. Monthly maintenance of the fuel island ensures that the system is operating properly and complies with the San Joaquin County Environmental Health Department regulations requiring routine underground storage tank program inspections.

The Professional Services Agreement for designated operator duties, maintenance, and repair of the Municipal Utilities Services (MUS) fuel island includes monthly inspections, maintaining all necessary documents, and annual employee training. Any major or emergency repairs will be charged at the quoted hourly rate plus parts and materials cost with quoted mark-up. This annual cost is estimated at \$10,000 per year.

Bids evaluated monthly inspection rates, hourly rates, mark-up percentage on parts, and materials for on-call repairs. Staff solicited quotes from three contractors qualified to perform the required services. Bagley Enterprises, Inc., submitted the only bid as shown below:

	Bagley Enterprises, Inc.	Elite IV Contractors	Kaiser Commercial Petroleum
Labor Rate - On-site	\$180/hr.	No Bid	No Bid
Labor Rate - Off-site	\$85/hr.		
Overtime Rate	\$270/hr		
Parts & Materials	20% Mark-up		
Truck Charge	N/A		
Call Out Minimum	0.5 Hours		
USTDO Monthly Inspection	\$150/Inspection		
VR Monthly Inspection	\$100/Inspection		

APPROVED: _____
Stephen Schwabauer, City Manager

Staff recommends Council adopt a resolution authorizing the City Manager to execute a two-year Professional Services Agreement with Bagley Enterprises, Inc., for designated operator duties, maintenance, and repairs of MUS fuel island, in an amount not to exceed \$10,000 annually, with an option to extend for one additional year not to exceed \$30,000 over three years.

FISCAL IMPACT: Routine monthly maintenance will reduce long-term repair costs and maintain regulatory compliance.

FUNDING AVAILABLE: Funding for this is budgeted in Fleet Services Operating account (65055000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor
FWS/RRL/tb
Attachments

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BAGLEY ENTERPRISES, 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 designated operator duties, maintenance, and repairs for City Municipal Utility Services Fuel Island (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 November 1, 2015 and terminates upon the completion of the Scope of Services or on October 31, 2017, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed four (4) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 Method of Payment

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

Section 3.5 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs

considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.6 Auditing

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

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

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any

subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Bagley Enterprises, Inc.
2370 Maggio Circle #4
Lodi, CA 95240
Attn: Joseph Bagley

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of

CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

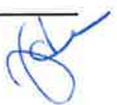
JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

BAGLEY ENTERPRISES, INC.

By: _____



By: _____

Name: JOSEPH BAGLEY
Title: General Manager

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

**Funding Source: 65055000.72499
(Business Unit & Account No.)**

Doc ID:R:\GROUP\Project File\Fleet\2015\Bagley PSA.doc

CA:Rev.01.2015



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: September 11, 2015
Subject: Designated operator duties, maintenance and repairs for MSC Fuel Island

Please fully complete the information below:

Company Name: **BAGLEY ENTERPRISES, INC** Date: **9/17/15**
 Address: **2370 Maggio Circle #4, Lodi, CA 95240**

Contractor's License No.: **774802 B C-61 (D21, D34, D40)**
 DIR# 1000012690

Labor Rate: **\$180.00/hr prevailing wage on site // \$85.00/hr off site**
 Overtime Rate: **\$270.00 prevailing wage**
 Parts and materials plus **20 %** markup
 Truck charge: **0.00/Note: No other charges apply**
 Call out minimum: **half hour (.5)** (hours)
 Other: **USTDO Monthly Inspection = \$150.00 per inspection**
VR Monthly Inspection = \$100.00 per inspection

Items required upon award of contract:

1. Insurance requirements per the attached Exhibit C.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.
5. Registered with the Department of Industrial Relations.

Customer's Signature: 

Title: General Manager



EXHIBIT C

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

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

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

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

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

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

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

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

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

Insurance Requirements for Contractor (continued)

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

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

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
BAGLEY ENTERPRISES, INC., OF LODI, FOR
DESIGNATED OPERATOR DUTIES, MAINTENANCE, AND
REPAIRS OF THE MUNICIPAL UTILITIES SERVICES FUEL
ISLAND AND FURTHER AUTHORIZING THE
PUBLIC WORKS DIRECTOR TO EXECUTE AN EXTENSION

=====

WHEREAS, since 2013, the City has contracted with Bagley Enterprises, Inc., to perform monthly inspections and on-call repairs of the Municipal Utilities Services (MUS) fuel island; and

WHEREAS, monthly maintenance of the fuel island ensures that the system is operating properly and complies with the San Joaquin County Environmental Health Department regulations requiring routine underground storage tank program inspections; and

WHEREAS, staff solicited quotes from three contractors but received only one written quote from Bagley Enterprises, Inc.; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year Professional Services Agreement with Bagley Enterprises, Inc., for designated operator duties, maintenance, and repairs of the MUS fuel island, in an amount not to exceed \$10,000 annually; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the Agreement if in the best interest of the City to do so, in an amount not to exceed \$10,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, California, for designated operator duties, maintenance, and repairs of the Municipal Utilities Services fuel island, in an amount not to exceed \$10,000 annually; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute a one-year extension to the Agreement if in the best interest of the City to do so, in an amount not to exceed \$10,000; and

BE IT FURTHER RESOLVED that the Professional Services Agreement shall not exceed \$30,000 for the three-year period.

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Marine Science Institute, of Redwood City, for Lower Mokelumne River Watershed Education Legacy Project Field Trips, and Authorizing Public Works Director to Execute Extensions (\$30,000)

MEETING DATE: October 21, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Marine Science Institute, of Redwood City, for Lower Mokelumne River Watershed Education Legacy Project Field Trips, and authorizing Public Works Director to execute extensions in the amount of \$30,000.

BACKGROUND INFORMATION: Supported by grant funds from the East Bay Municipal Utilities District, United States Fish and Wildlife, and California Department of Fish and Game, the Watershed Education Program offers trips to the San Francisco Bay and Sacramento-San Joaquin River Delta, for Storm Drain Detective students, teachers and watershed partners, as part of the City's Stormwater Phase II Municipal Separate Storm Sewer Systems permit requirements. The permit requirements are to engage, educate, and involve Lodi residents in the stewardship of the Mokelumne River watershed, as it relates to stormwater runoff. These trips are designed to help participants understand the influence of local stormwater runoff from City streets, which is not treated, on the downstream ecosystem.

The Marine Science Institute (MSI) will provide three Discovery Voyage field trips aboard the Robert G. Brownlee ship, each year, for the City's Watershed Education Program participants. The term of the Professional Services Agreement is three years, with options to extend up to two years, with an annual cost of \$6,000. The total cost will not exceed \$30,000 over five years, if the extensions are utilized.

The MSI Discovery Voyage includes natural marine history of the San Francisco Bay and San Joaquin Delta, including effects of upland stormwater runoff. Activities include otter-trawling, net fish catch and survey, mid- water column grab and analysis, plankton sampling, microscope viewing, and benthic survey in bay mud grab.

FISCAL IMPACT: Watershed education is a condition of the City's Stormwater permit. Participation in this grant-funded program reduces the City's exposure to regulatory penalties.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Watershed Education Grant (53053009)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Kathy Grant- Watershed Program Coordinator
FWS/KG/tb
Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARINE SCIENCE INSTITUTE (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 Discovery Voyage Field Trips aboard the Robert G. Brownlee ship (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 November 1, 2015 and terminates upon the completion of the Scope of Services or on October 31, 2018, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Marine Science Institute
 500 Discovery Parkway
 Redwood City, CA 94063

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

MARINE SCIENCE INSTITUTE

By: _____


By: _____
Name:
Title:

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

Funding Source: 53053009.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Sole Source provider, the Marine Science Institute (MSI), will provide three Discovery Voyage field trips aboard the Robert G. Brownlee ship, for the City of Lodi's Watershed Education Program participants, which include the Storm Drain Detectives, watershed partners and other chaperones.

Dates for the City of Lodi's Watershed Education MSI trips for the 2015-2016 school year include: 11/10/15, 2/15/16, and 4/01/16. Future years will include multiple trips per year, dates TBD.

This contract will have the extended term of three years, with an option to renew for two years. These years' include: 2015/16, 2016/17, 2017/18, with an option to renew for the 4th and 5th year, 2018/19, and 2019/20 school years.

MSI Discovery Program information can be found at:

<http://www.sfbaymsi.org/schoolprograms/discoveryvoyage.html>.

The MSI Discovery Voyage includes natural marine history of the SF Bay and San Joaquin Delta, including effects of upland stormwater runoff. Activities include: otter-trawling net fish catch and survey; mid-water column grab and analysis; plankton sampling/ microscope viewing; and, finally, benthic survey in bay mud grab.

Amount shall not exceed \$2,000 per trip.



500 Discovery Parkway • Redwood City, CA 94063
Phone 650-364-2760 • Fax 650-364-0416
www.sfbaymsi.org

MSI Quote for Services

Tax ID: 94-1719649

Date: 09/16/2015

Customer:
Kathy Grant
City of Lodi Public Works Department
1331 S. Ham Lane
Lodi, CA 95242

Program		Time			Grade Level	Number of People		Your Share
Date	Name	Duration	Start	End		Students	Adults	
11/10/2015	Discovery Voyage-San Francisco	4	13:00	17:00	High	50	10	\$1500
2/15/2016	Discovery Voyage-Antioch	3:30	13:30	17:00	High	50	10	\$1500
4/1/2016	Discovery Voyage-Redwood City	4	13:00	17:00	High	50	10	\$1500

Not To Exceed \$30,000



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

1. **COMPREHENSIVE GENERAL LIABILITY**
 \$3,000,000 Each Occurrence
 \$6,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Combined Single Limit
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

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

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

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

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

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.
 - (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13. A primary and non-contributory insurance endorsement is also required for Auto Liability.
- NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (c) **Waiver of Subrogation**
 Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
 - (d) **Limits of Coverage**
 The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

Insurance Requirements for Contractor (continued)

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

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

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

9/23/2015

To Whom It May Concern:

This letter is to confirm that the Marine Science Institute is a sole source provider of Marine Education in Northern California on a 90 foot research vessel (R/V Robert G. Brownlee), operated by and program delivered exclusively by the Marine Science Institute. The programs (Discovery Voyages) must be scheduled directly through the Marine Science Institute at the address listed.

Discovery Voyages aboard the R/V Robert G. Brownlee are unique to the area, which tours parts of the San Francisco Bay Estuary and Sacramento–San Joaquin River Delta. Participants on programs experience the waterways and the organisms within it through guided inquiry-based programs delivered by trained educators. All educators aboard the R/V Robert G. Brownlee have a minimum of a Bachelor's degree and are capable to discuss advanced topics.

There is no other vessel with programs available for hire in Northern California that would serve the same purpose and function of the program at the Marine Science Institute.

If you desire additional information, do not hesitate to contact me at (650) 364-2760 at any time or visit our website at sfbaymsi.org. Thank you for your interest in our programs.

Sincerely,

Jodi Stewart
School Programs Coordinator
jodi@sfbaymsi.org
650-364-2760 ext. 10

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR
PROFESSIONAL SERVICES AGREEMENT WITH MARINE SCIENCE
INSTITUTE, OF REDWOOD CITY, FOR LOWER MOKELUMNE RIVER
WATERSHED EDUCATION LEGACY PROJECT FIELD TRIPS AND
FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO
EXECUTE A TWO-YEAR EXTENSION

=====

WHEREAS, the Watershed Education Program offers trips to the San Francisco Bay and Sacramento-San Joaquin River Delta, for Storm Drain Detective students, teachers, and watershed partners, as part of the City's Stormwater Phase II Municipal Separate Storm Sewer Systems permit requirements; and

WHEREAS, the permit requirements are to engage, educate, and involve Lodi residents in the stewardship of the Mokelumne River watershed, as it relates to stormwater runoff; and

WHEREAS, the trips are designed to help participants understand the influence of local untreated stormwater runoff from City streets on the downstream ecosystem; and

WHEREAS, each year, the Marine Science Institute (MSI) provides three Discovery Voyage field trips aboard the Robert G. Brownlee ship for the City's Watershed Education Program participants; and

WHEREAS, the MSI Discovery Voyage includes natural marine history of the San Francisco Bay and San Joaquin Delta, including effects of upland stormwater runoff; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a three-year Professional Services Agreement with Marine Science Institute, of Redwood City, for Lower Mokelumne River Watershed Education Legacy Project Field Trips, at a cost not to exceed \$6,000 annually; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute one two-year extension to the Agreement if in the best interest of the City to do so, in an amount not to exceed \$6,000 annually.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Professional Services Agreement with Marine Science Institute, of Redwood City, California, for Lower Mokelumne River Watershed Education Legacy Project Field Trips, at a cost not to exceed \$6,000 annually; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Public Works Director to execute a two-year extension to the Agreement if in the best interest of the City to do so, in an amount not to exceed \$6,000 annually.

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126

MEETING DATE: October 21, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126.

BACKGROUND INFORMATION: The Harney Lane/Union Pacific Railroad Grade Separation is an overpass bridge structure being constructed as part of the City's plan to widen Harney Lane from two lanes to four lanes between Hutchins Street on the west and Stockton Street on the east.

Funding for the project is provided from a variety of sources including the California Public Utilities Commission (CPUC). To secure the CPUC funding, a grant application was authorized by Council on March 18, 2014 and submitted for consideration.

On August 24, 2015, Staff received formal notification that Section 190 Grade Separation Program funding in the amount of \$2 million was being awarded to the City of Lodi for the construction of the Harney Lane Grade Separation Project from California Public Utilities Commission (CPUC) and the California Department of Transportation (Caltrans).

The \$2 million in funding is combined with the other federal, state, and local funding for the project. The Harney Lane Grade Separation project was one of only a handful of projects in the state to receive an allocation of Section 190 funding, as the intent of the Grade Separation Program is to improve safety and expedite the movement of vehicles by eliminating highway-rail crossing at grade with a grade separation.

Staff recommends Council adopt the attached resolution authorizing the City Manager to execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126.

FISCAL IMPACT: The Section 190 Grade Separation Program Funding will contribute approximately 13 percent of the estimated cost to construct the facility.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager

190 - GRADE SEPARATION FUND

Harney Lane
 Grade Separation Project
 Priority No.19, 2014-2015
 GS-6126
 Agreement No. 75GS6126

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.						2014-15	\$2,000,000
Accounting Officer							
Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source	
25	2014	2660.102.0042	2014-15	20.30.010.400	21800	SHA	

AGREEMENT

THIS AGREEMENT, made and entered into this **24th** day of **August 2015**, by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the **City of Lodi**, a political subdivision of the State of California, hereinafter referred to as "**City**".

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by **Decision Establishing the California Grade Separation Fund Priority List For Fiscal Year 2014-15 as part of Investigation 13-06-014**, established a Priority List of Grade Separation Projects for the Fiscal Year of 2014-15; and

WHEREAS, said Priority List includes a project proposed by City to construct an **overpass** at Harney Lane to carry the roadway **over** the tracks of the Union Pacific Railroad (UPRR), hereinafter referred to as "Project", as shown on Exhibit "A" attached hereto and application was made for an allocation of \$2 million; and

WHEREAS, by decision **No.XREQ201503004, dated March 25, 2015**, the Public Utilities Commission authorized City to construct a crossing at separated grade identified as PUC Crossing No. 001BEL-73.84, DOT No. 752902F, whereby **Harney Lane**, will pass **over** the tracks of the **UPRR**, hereinafter referred to as "Railroad"; and

WHEREAS, on **March 16, 2015**, City and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law; and

WHEREAS, City has herein certified to State that sufficient City funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be awarded within that time; and

WHEREAS, the California Transportation Commission, by Resolution No. M-136, has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission; and

WHEREAS, an agreement is to be entered into between City and State to provide reimbursement to City in a sum not to exceed **\$2,000,000**, provided, however, City establishes to the satisfaction of State that all sums expended by City for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and City agree as follows:

1. City hereby certifies it has sufficient City funds available to finance its share of Project cost.
2. City, in cooperation with Railroad, will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
3. The costs attributable to Project are limited to the following:
 - (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus travel expenses and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.

- (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense and normal payroll additives.
- (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and inspection, including travel expense, normal payroll additives, laboratory tests, and work by Railroad forces.
- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

4. As promptly as possible, and in any event **not more than two years** after the allocation by the Director of Transportation, City shall award a contract for construction of Project pursuant to the laws governing City in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of City in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of City.
5. Within 60 days after award of contract by City for construction of Project and upon being furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from City showing expenditures actually and necessarily made by City prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will reimburse City for up to **\$2,000,000**, or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.
6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of

California on behalf of City that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of City, State will reimburse City up to the total amount allocated for Project by the State for a portion of the amount of said payments to the contractor, and the amounts expended by City directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost **or \$2,000,000** whichever is less.

7. Within 60 days after completion of the work and acceptance thereof by City, a detailed statement of the direct cost of Project will be prepared by City and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to City, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a **total not to exceed \$2,000,000**. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, City will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.
9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "B" attached hereto and made part hereof.

10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the City establishing to the satisfaction of State that all sums expended by City for Project, for which City requests partial reimbursement from State, are reasonable and are a necessary part of Project.
11. Disbursements of State funds to City, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to August 23, 2017, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the City does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.
12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, City will reimburse State for such advance funds.
13. An original invoice, including supporting documentation and two (2) copies of each invoice summary shall be submitted to State, not more frequently than once per month, in accordance with the Local Assistance Procedures Manual found at <http://dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
14. All invoices and all written correspondence from City to State shall reference this Agreement Number (Agreement No. **75GS6126**) and the name of the street crossing at separated grade (Harney Lane).
15. All City invoices for payments are to be submitted to the following address:

California Department of Transportation
Division of Rail - MS 74
Railroad Crossing Safety Branch
P.O. Box 942874-MS 74
Sacramento, CA 94274-001

Attn: Grade Separation Fund

16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.

This Agreement will expire on **August 23, 2017**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

APPROVAL RECOMMENDED



LAUREN CLAUSON-SANDERS, Chief
Railroad Crossing Safety Branch
Division of Rail and Mass Transportation

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

BY

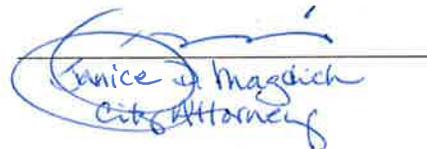
BRUCE ROBERTS -Division Chief
Caltrans
Division of Rail and Mass Transportation

CITY OF LODI

By _____

Attest _____

APPROVED AS TO FORM



Janice J. Magdich
City Attorney

GRADE SEPARATION HARNEY LANE AT UPPR

- TITLE SHEET
- GENERAL NOTES
- PROJECT CONTROL
- TYPICAL CROSS SECTIONS
- UTILIZATION PLANS
- UTILITY
- PROFILE
- CONSTRUCTION DETAILS
- WATER POLLUTION CONTROL
- WATER POLLUTION CONTROL QUANTITIES
- RAINAGE PLAN
- RAINAGE PROFILES
- RAINAGE DETAILS
- RAINAGE QUANTITIES
- UTILITY PLAN
- CONSTRUCTION PLAN
- CONSTRUCTION AREA SIGNS
- TRAFFIC CONSTRUCTION
- TOUR SHEETS
- AFFIC HANDLING
- AFFIC HANDLING QUANTITIES
- PAVING AND STRIPING
- PAVING AND STRIPING QUANTITIES
- SUMMARY OF QUANTITIES
- RETAINMENT WALL
- LANDSCAPE PLANS
- ELECTRICAL PLANS
- STRUCTURE PLANS



LOCATION MAP

NTS

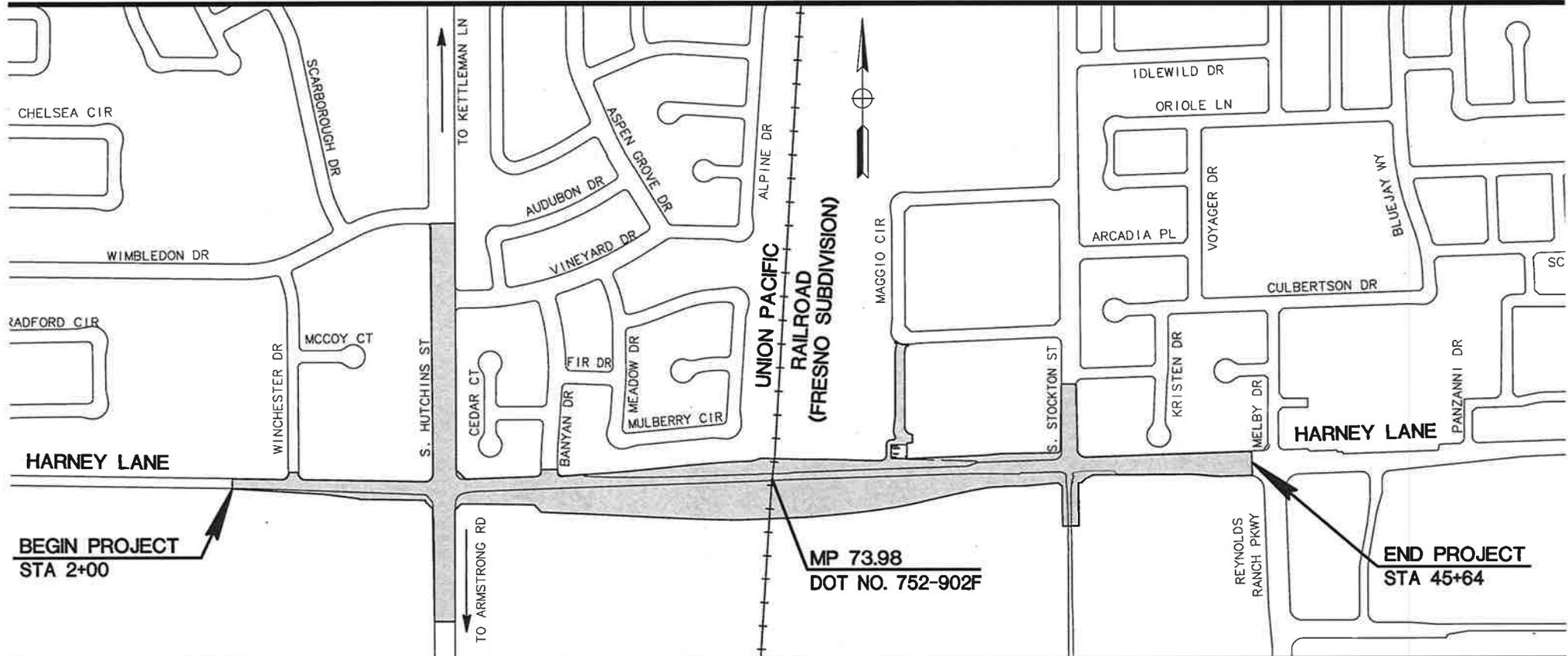


Exhibit "A"

**Harney Lane Grade Separation Project
Project Funding**

Funding Sources	Funding Amounts	Project Phases				Totals
		PA&ED	PS&E	R/W	CON	
Measure K Renewal	\$ 856,782.00			\$ 829,782.00	\$ 27,000.00	\$ 856,782.00
Local - Gas Tax	\$ 887,873.00	\$ 574,412.00	\$ 164,428.00	\$ 149,033.00		\$ 887,873.00
Regional Surface Transportation Program (RSTP)	\$ 3,485,737.00		\$ 1,630,737.00		\$ 1,855,000.00	\$ 3,485,737.00
Union Pacific Railroad Contribution	\$ 422,000.00				\$ 422,000.00	\$ 422,000.00
Regional Transportation Impact Fee	\$ 1,332,000.00			\$ 332,000.00	\$ 1,000,000.00	\$ 1,332,000.00
Section 190 Funding	\$ 2,000,000.00				\$ 2,000,000.00	\$ 2,000,000.00
State Transportation Improvement Program (STIP)	\$ 12,100,000.00				\$ 12,100,000.00	\$ 12,100,000.00
Totals	\$ 21,084,392.00	\$ 574,412.00	\$ 1,199,708.00	\$ 1,310,815.00	\$ 17,999,457.00	\$ 21,084,392.00

Exhibit "B"

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
HARNEY LANE OVERHEAD AGREEMENT NO. 75GS6126

=====

WHEREAS, the Harney Lane/Union Pacific Railroad Grade Separation is an overpass bridge structure being developed as part of the City's future plan to widen Harney Lane from two lanes to four lanes between Hutchins Street on the west and Stockton Street on the east; and

WHEREAS, funding for the project is provided from a variety of sources including the California Public Utilities Commission; and

WHEREAS, the Harney Lane Grade Separation project was one of only a handful of projects in the state to receive an allocation of Section 190 funding, as the intent of the Grade Separation Program is to improve safety and expedite the movement of vehicles by eliminating highway-rail crossing at grade with a grade separation; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute the California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126 on behalf of the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126 on behalf of the City of Lodi.

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi Corporation, Integrated Library System, and Approving Cost Sharing Fee for Fiscal Year 2015/16 (\$25,476)

MEETING DATE: October 21, 2015

PREPARED BY: Library Director

RECOMMENDED ACTION: Adopt resolution approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi Corporation, Integrated Library System, and approving cost sharing fee for fiscal year 2015/16, in the amount of \$25,476.

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

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. This year, Stockton proposes that Lodi pay \$25,476 under the contract. This represents a slight increase over the previous year.

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

FUNDING AVAILABLE: 12090000.72450: \$25,476

Jordan Ayers, Deputy City Manager

Dean Gualco, Library Director

DG/md

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF STOCKTON
 COMMUNITY SERVICES DEPARTMENT
 STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY
 605 N. El Dorado Street • Stockton, CA 95202-1907 • 209-937-8206
 www.stocktongov.com

INVOICE

City of Lodi
 201 W. Locust St
 Lodi CA Zip 95240
 ATTN: **Dean Gualco, Library Director**

Invoice No. 363475
 Invoice Date 8/3/15
 PO No.
 Period of Service:
 July 1, 2015 - June 30, 2016

Description	Price
Annual automation service and maintenance fee for the	\$25,476
City of Lodi Library, includes Unicorn software & maintenance,	
Datastream & Enterprise subscriptions, hardware annual support,	
Symphony software, staff costs, and estimated connectivity	
TOTAL	\$25,476

Office Use Only
 Revenue Account: 041-3530-347-12-00
 Customer Account: 39054-39054
 Prepared by: Swren

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ANNUAL SHARED AUTOMATION FEE STRUCTURE FOR THE AGREEMENT BETWEEN THE CITY OF STOCKTON AND SIRSI CORPORATION INTEGRATED LIBRARY SYSTEM, AND APPROVING COST-SHARING FEE FOR THE 2015/16 BUDGET YEAR

=====

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

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

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

WHEREAS, staff recommends paying the City of Lodi's annual share of \$25,476 for the Sirsi Corporation Integrated Library System for Fiscal Year 2015/16.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Annual Shared Automation Fee Structure for the agreement between the City of Stockton and Sirsi Corporation Integrated Library System, and hereby approves the cost-sharing fee for the 2015/16 budget year in the amount of \$25,476.

Dated: October 21, 2015

=====

I hereby certify that Resolution No._____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement and Approve Proposed Expenditure Program for Lodi's Share of the 2015 Edward Byrne Memorial Justice Assistance Grant (\$19,784)

MEETING DATE: October 21, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreement and approve proposed expenditure program for Lodi's share of the 2015 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$19,784.

BACKGROUND INFORMATION: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding for states and local governments to support a broad range of activities to prevent and control crime and improve the criminal justice system. JAG funds are allocated based on a community's population and crime statistics, in combination with a minimum allocation to ensure that each state and county receives an appropriate share.

The grant application and requirements were met prior to the June 6, 2015 deadline. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi.

It is proposed that the funding be used to fund a portion of cost for the following equipment:

- Body-worn camera systems \$19,784

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

FUNDING AVAILABLE: Appropriations and estimated revenues for this grant funding have been included in the 2015/16 adopted budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Tod Patterson
Interim Chief of Police

TP/pjo

APPROVED: _____
Steve Schwabauer, City Manager



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lodi 221 West Pine Street Lodi, CA 95241		4. AWARD NUMBER: 2015-DJ-BX-0947	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
2a. GRANTEE IRS/VENDOR NO. 94600361		6. AWARD DATE 09/02/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 020004552		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE City of Lodi Taser Body Camera Implementation		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 19,784	
		11. TOTAL AWARD \$ 19,784	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Tod Patterson Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Tod Patterson</i>	19A. DATE 092915
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 19784		21. PDJUGT0843	

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

Approved as to form

City Attorney

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



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 9

PROJECT NUMBER 2015-DJ-BX-0947

AWARD DATE 09/02/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 9

PROJECT NUMBER 2015-DJ-BX-0947

AWARD DATE 09/02/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
21. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
22. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
23. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



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25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
27. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
28. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
29. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
30. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
32. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
35. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
38. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
39. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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40. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

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

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

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

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

41. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
42. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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44. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
45. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
47. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
48. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
LODI'S SHARE OF THE 2015 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL
NECESSARY FORMS WITH THE DEPARTMENT OF JUSTICE

=====

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant Program provides funding for states and local governments to support a broad range of activities to prevent and control crime and improve the criminal justice system; and

WHEREAS, the Lodi Police Department submitted a proposal for the 2015 Edward Byrne Memorial Assistance Grant through the Bureau of Justice Assistance for support technology program activities; and

WHEREAS, the Lodi Police Department was awarded the grant by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$19,784; and

WHEREAS, staff recommends that the City Council accept the Edward Byrne Memorial Justice Assistance Grant funds in the amount of \$19,784 and authorize the purchase of body-worn camera systems for the Lodi Police Department.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the Edward Byrne Memorial Justice Assistance Grant funds from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, in the amount of \$19,784 for the purchase of body-worn camera systems for the Lodi Police Department; and

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

Dated: October 21, 2015

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I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Designating Voting Delegate and Voting Alternate for Future League of California Cities and National League of Cities Annual Business Meetings; Repealing Resolution No. 96-138; and Directing the City Clerk to Update the City Council Protocol Manual

MEETING DATE: October 21, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution designating Voting Delegate and Voting Alternate for future League of California Cities and National League of Cities annual business meetings; repealing Resolution No. 96-138; and directing the City Clerk to update the City Council Protocol Manual.

BACKGROUND INFORMATION: In 1996, Council adopted Resolution No. 96-138 setting forth a policy on the designation of a Voting Delegate and Voting Alternate for future League of California Cities and National League of Cities annual business meetings instead of adopting a new resolution each year. The policy currently states that the Mayor serve as the Voting Delegate and the Mayor Pro Tempore serve as the Voting Alternate and, in the event the Mayor and/or Mayor Pro Tempore does not attend the meeting, the Mayor will make the selection.

Since then, the participation of Council Members at the League of California Cities level has significantly increased. Council Member representatives are extremely active in tracking legislation and making recommendations and decisions regarding League positions on bills affecting California. Because of this extensive, high-level involvement and knowledge, it is appropriate that the individual serving in this capacity serve as the Voting Delegate.

It is recommended that Resolution No. 96-138 be repealed and amended (Exhibit A) to give priority in the designation of Voting Delegate to Council Members who serve as a liaison to the League of California Cities. It is further recommended that the City Clerk be directed to update the City Council Protocol Manual to reflect this change.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DESIGNATING THE MAYOR AS VOTING DELEGATE
AND MAYOR PRO TEMPORE AS VOTING ALTERNATE
FOR FUTURE LEAGUE OF CALIFORNIA CITIES AND
NATIONAL LEAGUE OF CITIES ANNUAL BUSINESS
MEETINGS AND FURTHER REPEALING RESOLUTION
NO. 96-138

=====

BE IT RESOLVED that the Lodi City Council does hereby designate the Mayor as Voting Delegate and Mayor Pro Tempore as Voting Alternate for future League of California Cities and National League of Cities annual business meetings; and.

BE IT RESOLVED that, in the event a Council Member serves on the League of California Cities Executive Board of Directors, the League of California Cities Central Valley Division Board of Directors, or in any other League capacity, priority shall be given to that individual to be designated as the Voting Delegate for future League of California Cities and National League of Cities annual business meetings; and

BE IT FURTHER RESOLVED, that in the event that the Mayor, ~~and/or the Mayor Pro Tempore, and/or a Council Member serving on a League of California Cities Board~~ does not attend, the Mayor shall make the selection of the Voting Delegate and/or Voting Alternate; and

BE IT FURTHER RESOLVED that Resolution No. 96-138 is hereby repealed in its entirety.

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Dated: October 21, 2015

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I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-_____

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DESIGNATING THE VOTING DELEGATE AND
VOTING ALTERNATE FOR FUTURE LEAGUE OF
CALIFORNIA CITIES AND NATIONAL LEAGUE OF
CITIES ANNUAL BUSINESS MEETINGS AND
FURTHER REPEALING RESOLUTION NO. 96-138

=====

NOW THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby designate the Mayor as Voting Delegate and Mayor Pro Tempore as Voting Alternate for future League of California Cities and National League of Cities annual business meetings; and

BE IT FURTHER RESOLVED that in the event a Council Member serves on the League of California Cities Executive Board of Directors, the League of California Cities Central Valley Division Board of Directors, or in any other League capacity, priority shall be given to that individual to be designated as the Voting Delegate for future League of California Cities and National League of Cities annual business meetings; and

BE IT FURTHER RESOLVED that in the event that the Mayor, Mayor Pro Tempore, and/or a Council Member serving on a League of California Cities Board does not attend, the Mayor shall make the selection of the Voting Delegate and/or Voting Alternate; and

BE IT FURTHER RESOLVED that Resolution No. 96-138 is hereby repealed in its entirety.

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Rescind Resolution 2014-181 and Approve Resolution Authorizing Issuance of Procurement Cards to Specified Positions

MEETING DATE: October 21, 2015

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Rescind resolution 2014-181 and approve resolution authorizing issuance of procurement cards to specified positions.

BACKGROUND INFORMATION: On September 7, 2011, Council approved resolution 2011-143 which authorized issuance of procurement cards to specified positions. Council revised the list of positions authorized to be issued procurement cards on February 20, 2013 by resolution 2013-121 and on October 1, 2014 by resolution 2014-181. Since the last revision, position titles have changed and the operational need to issue cards to additional positions has become apparent.

Department heads have reviewed their operations and are recommending cards be issued to an additional 13 position classifications. Additionally, three position classifications have been re-titled.

The attached resolution lists the positions that are to be approved to hold procurement cards. New positions are listed in bold face type, while changes to position titles and position deletions are shown in strike-out format. The City Manager is authorized to issue the cards to the incumbents and set the limits of such cards in accordance with the parameters of the Lodi Municipal Code.

FISCAL IMPACT: Staff efficiencies are expected as greater flexibility is granted in our purchasing processes. During fiscal year 2014/15, existing cardholders completed over 5,000 transactions, totaling about \$1.7 million of goods and services with procurement cards and the City received \$18,675 in rebates from the purchasing card program on those purchases.

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

Jordan Ayers
Deputy City Manager

JA/ja

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL RESCINDING
RESOLUTION NO. 2014-181 AND AUTHORIZING THE ISSUANCE OF
CAL-CARD PROCUREMENT CARDS TO SPECIFIED POSITIONS

WHEREAS, the City Council previously approved Resolution Nos. 2011-143, 2013-121 and 2014-181 relating to the issuance of Cal-Card procurement cards to specified positions; and

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

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

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

Department	Position
City Manager	City Manager
	Deputy City Manager/Internal Services Director
	Business Development Manager
City Attorney	City Attorney
City Clerk	City Clerk
Community Development	Director
Internal Services	Financial Services Manager
	Supervising Budget Analyst
	Human Resources Manager
	Information Systems Manager
Electric Utility	Director
	Electric Utility Superintendent
	Substation/Metering Supervisor
	Electrical Materials Technician
	Engineering and Operations Manager
	Senior Power Engineer
	Electrical Engineer
	Troubleshooting Supervisor
	Construction/Maintenance Supervisor
Rates and Resources Manager	
Library	Director
Police	Chief
	Captain
	Management Analyst
	Senior Police Administrative Clerk
	Sergeant
	Administrative Secretary
	Animal Services Supervisor
Fire	Chief
	Division Chief
	Battalion Chief
	Management Analyst

Parks, Recreation and Cultural Services	Director
	Parks Superintendent
	Recreation Superintendent
	Recreation Manager
	Park Supervisor
	Senior Facilities Maintenance Worker
	Park Maintenance Worker III
	Building Services Supervisor
	Management Analyst
	Welder/Mechanic
Public Works	Director
	Deputy Public Works Director
	Wastewater Plant Superintendent
	Utility Utilities Superintendent
	Senior Traffic Engineer/Transportation Manager
	Fleet Services Supervisor
	Facilities Supervisor
	Sr. Facilities Maintenance Worker
	Street Supervisor
	Water/Wastewater Supervisor
	Parts Clerk
	Senior Engineering Technician
	Senior Storekeeper
	Plant & Equipment Mechanic
	Chief Wastewater Plant Operator
	Water Plant Superintendent
	Electrician
	Water/Wastewater Maintenance Worker III
	Compliance Engineer
	Water Services Technician
	Watershed Program Coordinator
	Water Treatment Plant Operator
	Wastewater Plant Operator
	Laboratory Services Supervisor
	Utilities Manager
	Street Maintenance Worker

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following votes:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at Grape Bowl

MEETING DATE: October 21, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Receive update on emergency condition at Grape Bowl.

BACKGROUND INFORMATION: A water leak beneath the artificial playing surface at the Grape Bowl was discovered on August 10, 2015, resulting in large amounts of engineered fill being washed away and a collapse of a section of the field. On August 19, the City Council declared an emergency condition exists at the Grape Bowl so that staff could expedite repairs and prevent additional failures of the engineered foundation.

Repair work commenced on September 15 and finished on September 22, within the expected timeframe. The leak was caused by a failure of a T-connector in the 2-inch potable water supply, creating a hole approximately 1 inch in diameter. What created the hole is being investigated by an engineer hired by the City's insurer.

Cost of the work was \$33,445.71, less than half the worst-case estimate. FieldTurf charged its estimated cost of \$21,445.71 to pull back the playing surface and put it back in place, while A.M. Stephens' cost to excavate the damaged area, repair the water pipe and backfill and compact with the specified material was \$12,000, compared to its worst-case estimate of \$40,000.

Scheduled activities at the Grape Bowl resumed on September 25. This report concludes the series of updates provided to the Council since the emergency condition was declared.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for November 4, 2015 to Consider Adopting a Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees For 2016

MEETING DATE: October 21, 2015

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set public hearing for November 4, 2015 to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2016.

BACKGROUND INFORMATION: On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. The Plan includes a schedule of fees to be paid by property owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate for the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. It is necessary for all jurisdictions covered by the Plan to approve the Habitat Conservation Plan (HCP) fees in order for the jurisdiction to continue to participate in the Plan. The fees are reviewed on an annual basis.

The 2016 per acre fees for all categories of habitat land have increased over 7 percent from the prior year. In 2015 the fees went up by 9 percent over the previous year. Fees are calculated based upon appraisal value of easements. Open Space lands have increased from \$7,281 to \$7,807. Agriculture and Natural lands (the two largest categories) have increased from \$14,543 to \$15,596. Fees for Vernal Pool (grasslands) habitat lands increased from \$42,784 to \$46,869 and Vernal Pool (wetted lands) increased from \$85,631 to \$90,273.

On Thursday, September 24, 2015, the San Joaquin Council of Governments Board approved the attached HCP fee schedule for 2016. The Board coordinates the review of land costs to ensure that the attached land mitigation costs will satisfy habitat conservation and purchases. All local jurisdictions are requested to approve the new fee schedule that will take effect on January 1, 2016.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Anthony Silva
CHAIR

Steve DeBrum
VICE CHAIR

Andrew T. Chesley
PRESIDENT

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

2016 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$7,807
Natural	\$15,596
Agriculture	\$15,596
Vernal Pool - uplands	\$46,869
Vernal Pool - wetted	\$90,273

* Effective January 1, 2016 – December 31, 2016

2016 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,302.13	\$1,880.37	\$5,182.50
Natural Lands	\$3,302.13	\$1,880.37	\$5,182.50
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$621.84	\$6,831.53	\$7,453.37
<i>Vernal Pool Wetted</i>	\$44,025.87	\$6,831.53	\$50,857.40

** Effective January 1, 2016 – December 31, 2016 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C)

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Unmet Transit Needs in Lodi
MEETING DATE: October 21, 2015
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: The San Joaquin Council of Governments (SJCOG) is required to conduct an annual assessment of the existing transit system prior to the allocation of Local Transportation Funds for non-transit purposes (Transportation Development Act (TDA) Section 99401.5). SJCOG, the San Joaquin Regional Transit District, and local jurisdictions are sponsoring several upcoming Unmet Transit Needs hearings in San Joaquin County (including Lodi). All comments received from the hearings and meetings will be communicated to City staff and reviewed by SJCOG's Social Services Transportation Advisory Committee. In addition, many comments are given directly to SJCOG staff via email throughout the year and will be reviewed and incorporated in the comment list.

Unmet Transit Needs are defined as transportation services not currently provided to those residents who use, or would use, public transportation regularly, if available, to meet their life expectations. SJCOG's Social Services Transportation Advisory Committee will evaluate the comments received based on a reasonableness test of six criteria. The criteria include community acceptance, equity, potential ridership, cost effectiveness, operational feasibility, and funding. If an unmet need satisfies all six criteria, then it is incorporated by the transit agency. The funding criterion requires that any imposed service addressing an unmet transit need not cause the public agency to incur expenses in excess of the maximum TDA funding allocation.

The Draft Unmet Transit Needs study is tentatively scheduled for completion by January 2016 with adoption of the Final Unmet Transit Needs study in April 2016. Dial-A-Ride transit services were advertised in the local newspaper and available for those wishing to attend the public hearing.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

cc: Jeff Kohlhepp, MV Transportation, Inc.
Daniel Meza, San Joaquin Council of Governments

APPROVED: _____
Stephen Schwabauer, City Manager



**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 UNMET TRANSIT NEEDS IN LODI
PUBLISH DATE: SATURDAY, SEPTEMBER 5, 2015

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: JENNIFER M. FERRAILOLO, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 3, 2015

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK

Pamela M. Ferris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at dianer@lodinews.com at 9:33 (time) on 9/3/15 (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ ES _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN LODI

On Thursday, September 3, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider unmet transit needs in Lodi (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 3, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAILOLO
CITY CLERK

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 21, 2015

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 21, 2015**, 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) Unmet transit needs in Lodi.

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

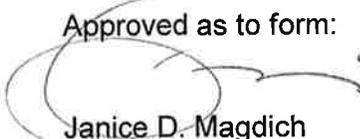
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: September 3, 2015

Approved as to form:


Janice D. Magdich
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 22 Low-Density Residential Growth Management Allocations for Vintage Square Subdivision

MEETING DATE: October 21, 2015

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Conduct a public hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 22 Low-Density Residential Growth Management Allocations for Reynolds Ranch Subdivision.

BACKGROUND INFORMATION: The property was originally annexed into Lodi on April 25, 1996 as part of the Crossroads Annexation. This included the subject property as well as the southwest corner of Lower Sacramento Road and Kettleman Lane. In addition to annexation, the City designated the area as Commercial Shopping and the property along Taylor Road and Westgate as residential.

All Air Quality, Biological and Agricultural mitigation were satisfied during the annexation process. The project paid all development impact fees with the development of the Lowe's Shopping Center.

Subsequently, the 2010 General Plan designated the property low-density residential with a density of 2 – 8 units per acre.

As part of the City's Growth Management program and subdivision map approval process, the Planning Commission reviews the requests that have been submitted to the City. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On August 26, 2015, the Planning Commission held a public hearing regarding the 2015 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by Vintners Square LLC, The Grupe Company for (i) Growth Management Allocation for 22 Low-Density Residential Lots; (ii) a Subdivision Map for the Vintner Square Subdivision, a 9-acre, 57-unit subdivision; and (iii) adopted Development Standards for the subdivision known as Vintner Square located within Low-Density Residential Zoning District.

The Commission received a staff report, heard the staff presentation, asked questions of staff as well as the applicant, opened the hearing to the public for testimony in support and in opposition to the application, closed the public hearing and voted 7-0 to recommend the City

APPROVED: _____
Stephen Schwabauer, City Manager

Council approve the applicant's request for 22 Low-Density Residential growth management allocation units.

ANALYSIS

The subject site consists of two parcels totaling nine acres. To the western portion of the property is a 3-acre detention basin that the City is considering to vacate. Taylor Road forms the northern property border, to the east is Lower Sacramento Road, to the west is Westgate Lane and to the south is the Lowe's shopping center.

Along the north of Taylor Road are unincorporated rural properties that are identified to ultimately annex to the City.

The proposed Tentative Map would subdivide the project parcel into 57 low-density residential single-family lots, one private lot for an open space / park lot and associated public and private roadways.

The size and shape of the subject project area makes an efficient lotting design difficult. The applicant has proposed a number of lotting designs and ultimately decided to not try to compete with the housing product in Rose Gate, Van Ruiten Ranch and Reynolds Ranch.

ALLOCATION

The Vintner Square property was allocated 35 units in 2004. The applicant is requesting 22 additional units to construct the full project.

The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City's population, compounded annually. Once the number of allocable units is figured, the City requires that the allocation units be distributed among housing types as follows; **44 percent low density, 28 percent medium density and 28 percent high density (GM-P4)**. The following calculation explains the current City population of **63,719** as of January 1, 2015 and **447** units available for 2015:

Growth Allocations for 2013 and 2014 were higher because the persons per household was lower. New Department of Finance numbers show Lodi at 2.85 persons per household in 2015 compared with 2.7 in the past.

1. Calculate two percent of the City's current population: **63,719** x 2% = 1,274.38
2. Divide 1,274 by the average number of persons per household 1,274 / 2.85 = 447.15
3. Divide the 447.15 (**447** du) units into the 3 housing types:
 - 44% low density = 197 units
 - 28% medium density = 125 units
 - 28% high density = 125 units

In 2013, the City Council expired allocations accumulated since 2008. In the five-year period since 2008, 2,235 allocations were added to the reserve. The Council eliminated 800 Low Density and 1,435 High Density allocations. This Council action created a new balance of **4,674** as detailed below in Table A.

Table A: Growth Management Allocation History 2012

Density	Base Available Allocations		
	Total Available for 2012	2% Allocations for 2013	Total Available for 2013
Low (0.1-7)	2,995	197	3,192
Medium (7.1-20)	557	126	683
High (20.1-30)	1,122	125	1,247
TOTAL	4,674	448	5,122

Table B identifies the available Allocations in 2013, Allocations provided to projects in 2013 and those available for 2014.

Table B: Growth Management Allocation for 2013 and 2014

	Available Allocations			
	Total Available for 2013	Total Allocated in 2013 (Rose Gate)	2% Allocations for 2014	Total Available for 2014
Low (0.1-7)	3,192	- 232 (2960)	199	3,159
Medium (7.1-20)	683	- 0 (683)	127	810
High (20.1-30)	1,247	- 0 (1,247)	127	1,374
TOTAL	5,122	4,890	453	5,343

Table C identifies the 2014 Total Allocations, the requested Allocations for projects, and the remaining overall Allocations.

Table C: Growth Management Allocation for 2014

Density	Available Allocations				
	Total Available for 2014	Allocation for Van Ruiten Ranch	Allocation for Reynolds Ranch	Remaining Allocations for 2014	Total Remaining for 2014
Low (0.1-7)	3,159	145	0	145 – 199 (54)	3,014
Medium (7.1-20)	810	55	227	282 – 127 (-155)	528
High (20.1-30)	1,374	88	330	418 – 127 (-291)	956
TOTAL	5,343	288	557	- 392	4,498

Table D identifies the 2015 Total Allocations, the requested Allocations for projects, and the remaining overall Allocations.

Table D: Growth Management Allocation for 2015

Density	Available Allocations				
	Total Remaining for 2014	2%Allocations for 2015	Total Available for 2015	Grupe – Taylor Road	Total Remaining for 2015
Low (0.1-7)	3,014	197	3,211	22	3,189
Medium (7.1-20)	528	125	653	0	653
High (20.1-30)	956	125	1081	0	1081
TOTAL	4,498	447	4,945	4,923	4,923

The Growth Management Ordinance includes a priority location area and a point system to assist the City with prioritizing issuance of growth management allocations. The priority location area designates lands available for development and provides development categories of one, two or three, with Priority Area 1 being the first priority area for development. The priority areas are based on availability of city services (e.g., water, wastewater, storm drains, streets, police, fire and parks). The proposed project site is classified as an in-fill project. For scoring purposes in-fill projects are considered Priority Area 1 projects. The point system was established to rate projects based on various project merits in order to determine if one project should be approved before another, particularly if there are more allocation requests than there are available allocations. However, because the City hasn't had growth management allocation requests since 2006, surplus allocations have been accumulated.

The proposed tentative map is consistent with the current General Plan (2010). The proposed residential development aligns with the residential land use designations and densities assigned to the site in the current General Plan. The site for the proposed subdivision is suitable for the density and type of development proposed in that it is a flat piece of land. The project design of the subdivision and type of improvements proposed would not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision in that there are no existing public access easements on the site. The Planning Commission reviewed the project in its entirety and recommended the City Council grant the applicant 22 Low-Density Residential Growth Management Allocations.

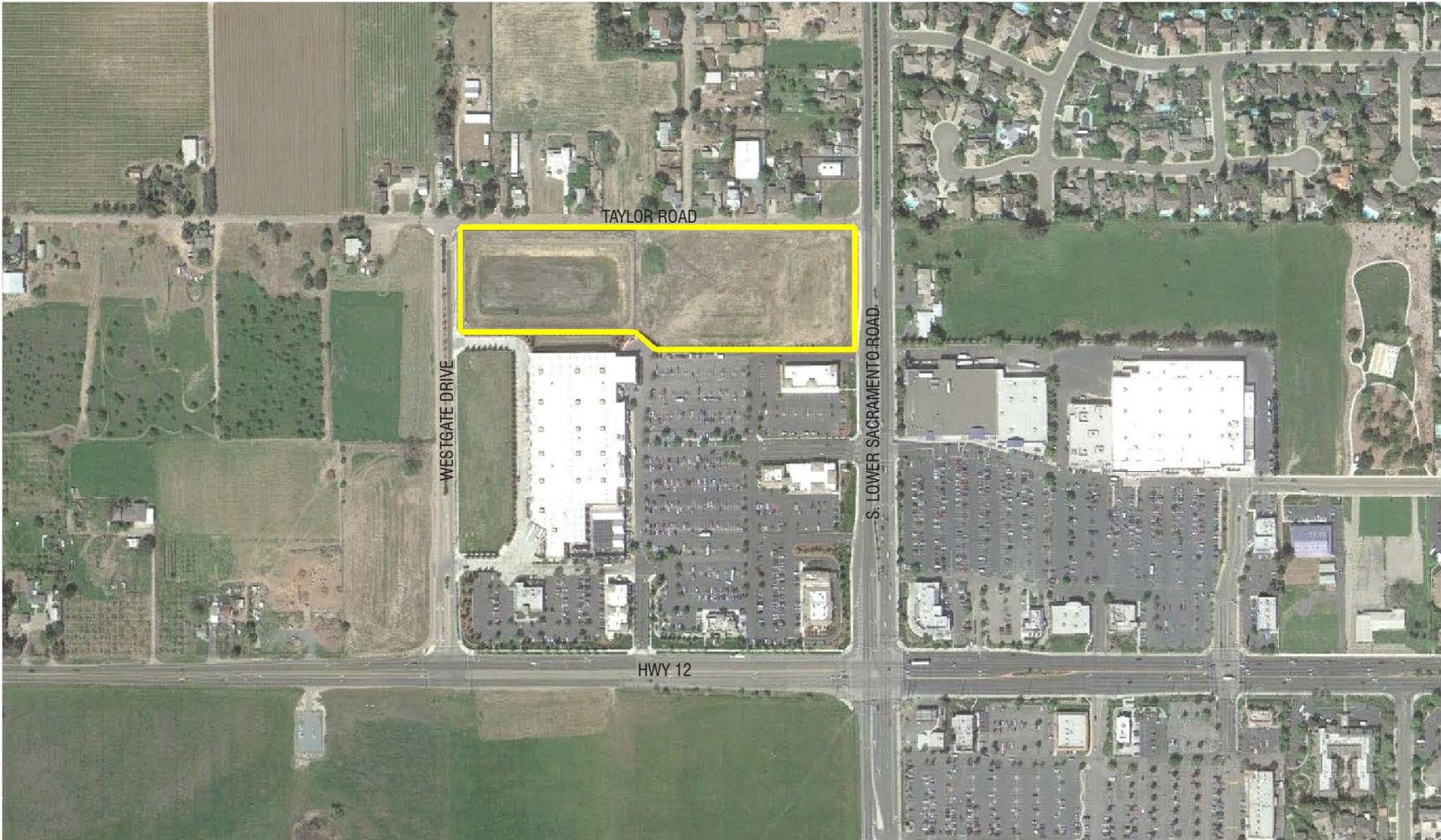
FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

Attachment:

1. Aerial /Vicinity Map
2. Tentative Subdivision Map
3. Planning Commission Staff Report
4. Planning Commission Resolution
5. Planning Commission minutes of August 26, 2015
6. Draft Resolution



Vicinity Map

Vintner's Square

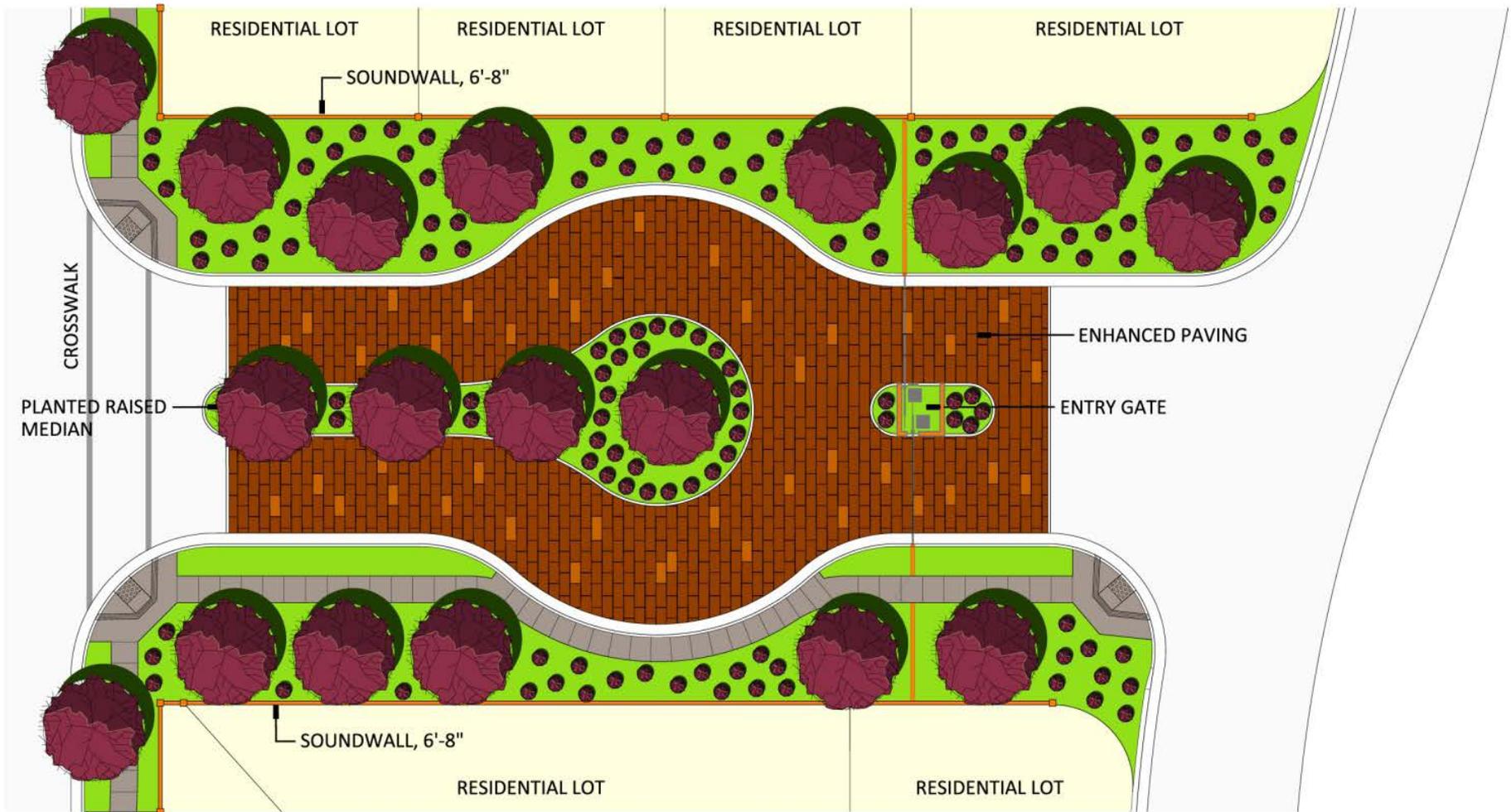
Lodi, California



Site Plan

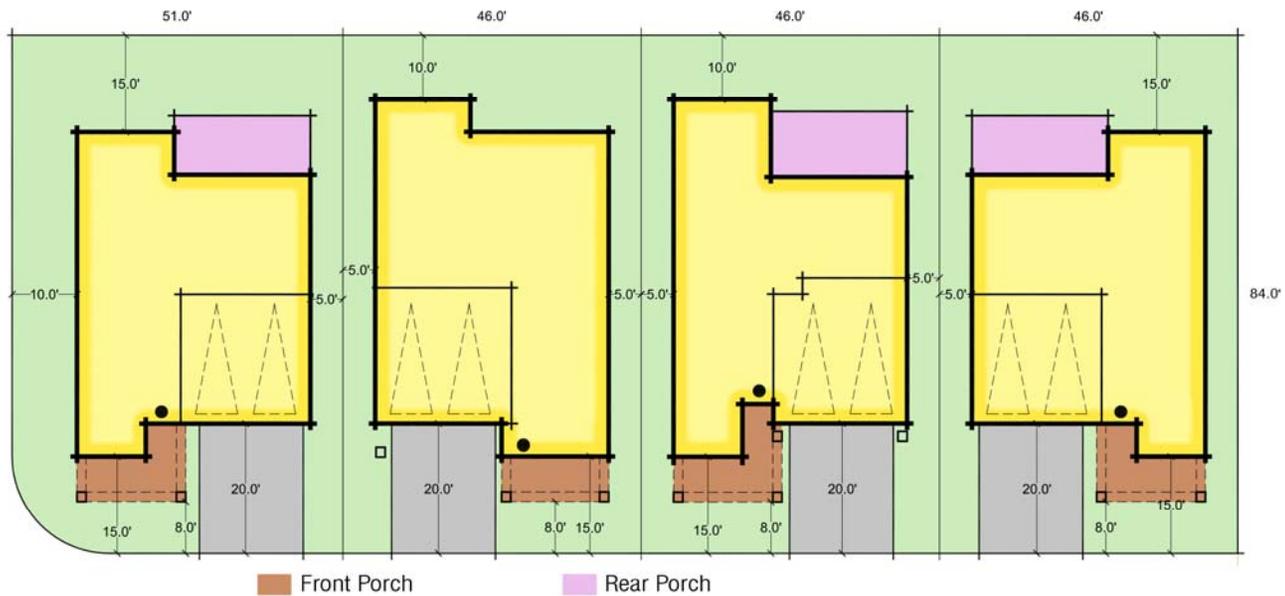
Vintner's Square

Lodi, California



Gated Entrance Feature

Vintner's Square
Lodi, California



Plan 2
Farmhouse

Plan 1
Craftsman Bungalow

Plan 2
Spanish

Plan 3
Traditional

Street Scene

Vintner's Square

Lodi, California





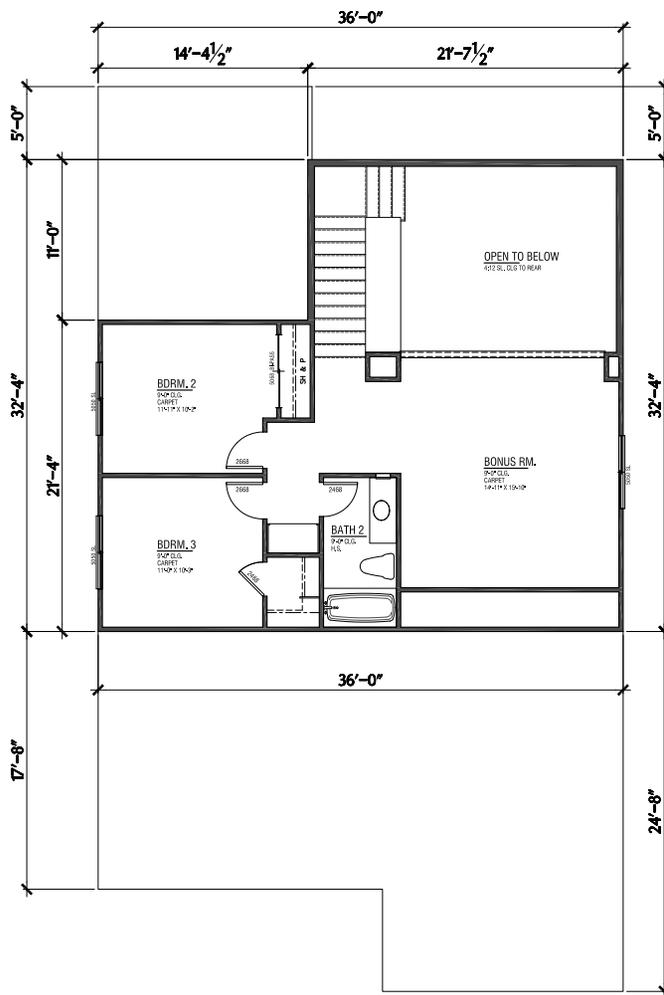
Traditional



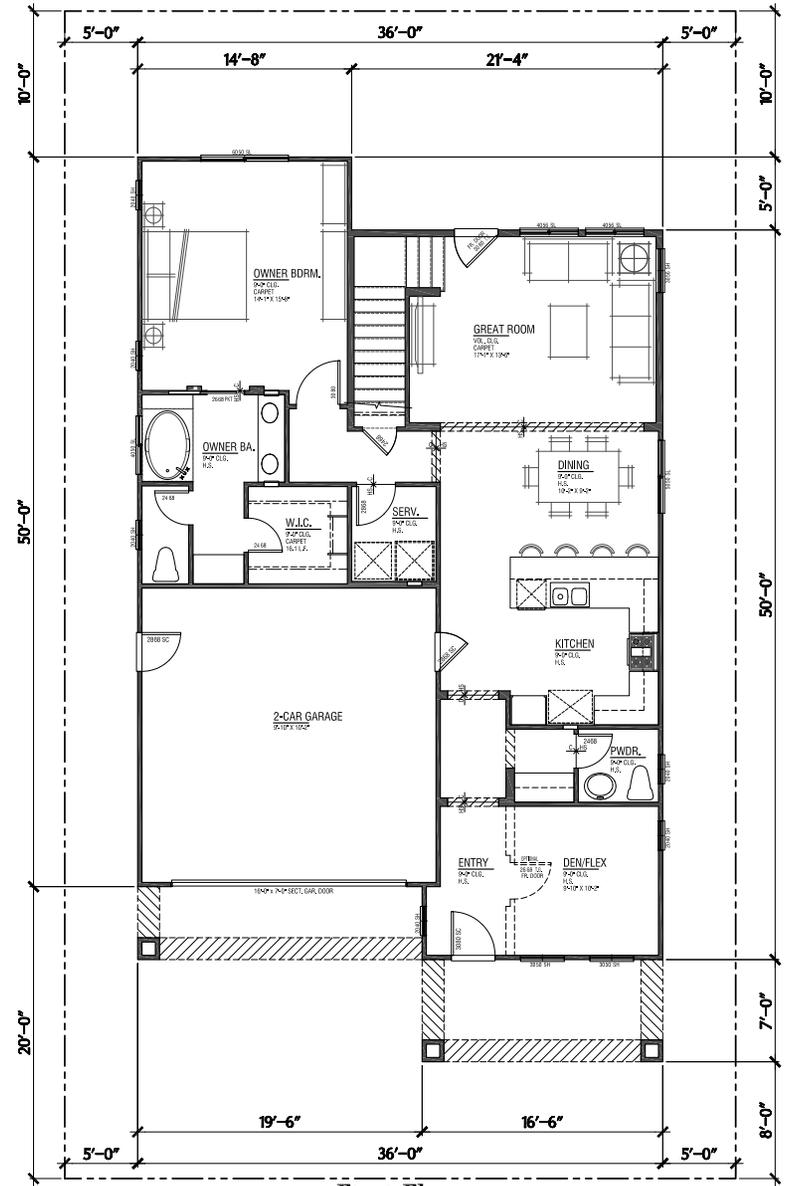
Craftsman Bungalow

Plan 1
Front Elevations

Vintner's Square
Lodi, California



Second Floor
674 S.F.



First Floor
1,358 S.F.

Plan 1

3 Bedroom, 2.5 Bath, 2 Car-Garage
2,032 S.F.

Vintner's Square Lodi, California



Farmhouse

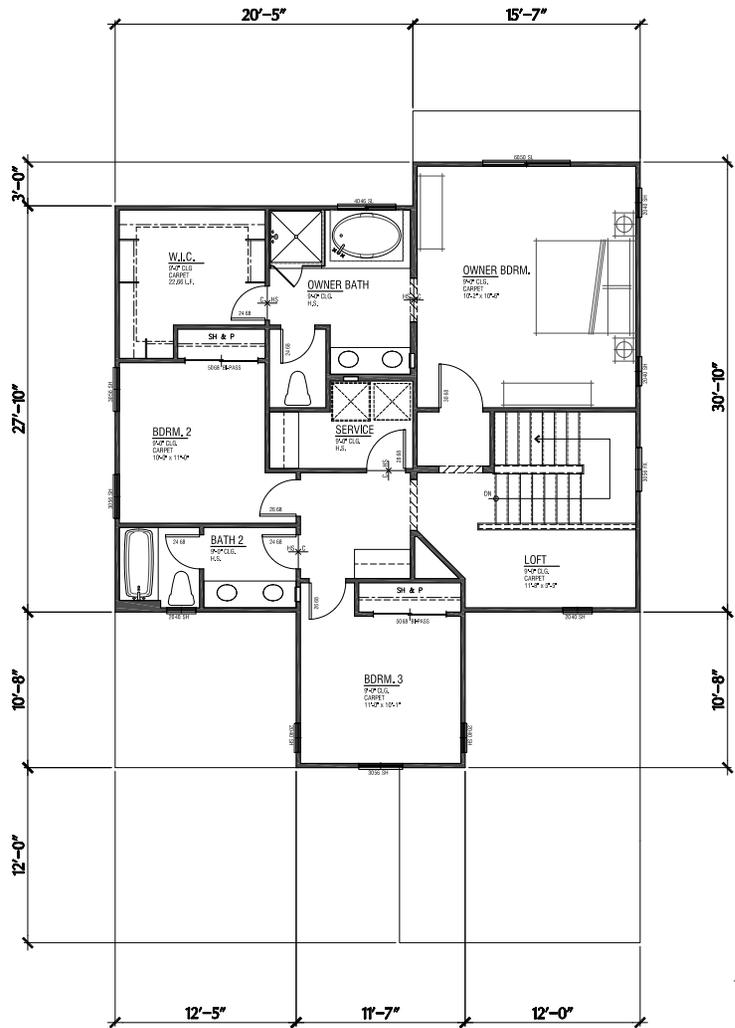


Spanish

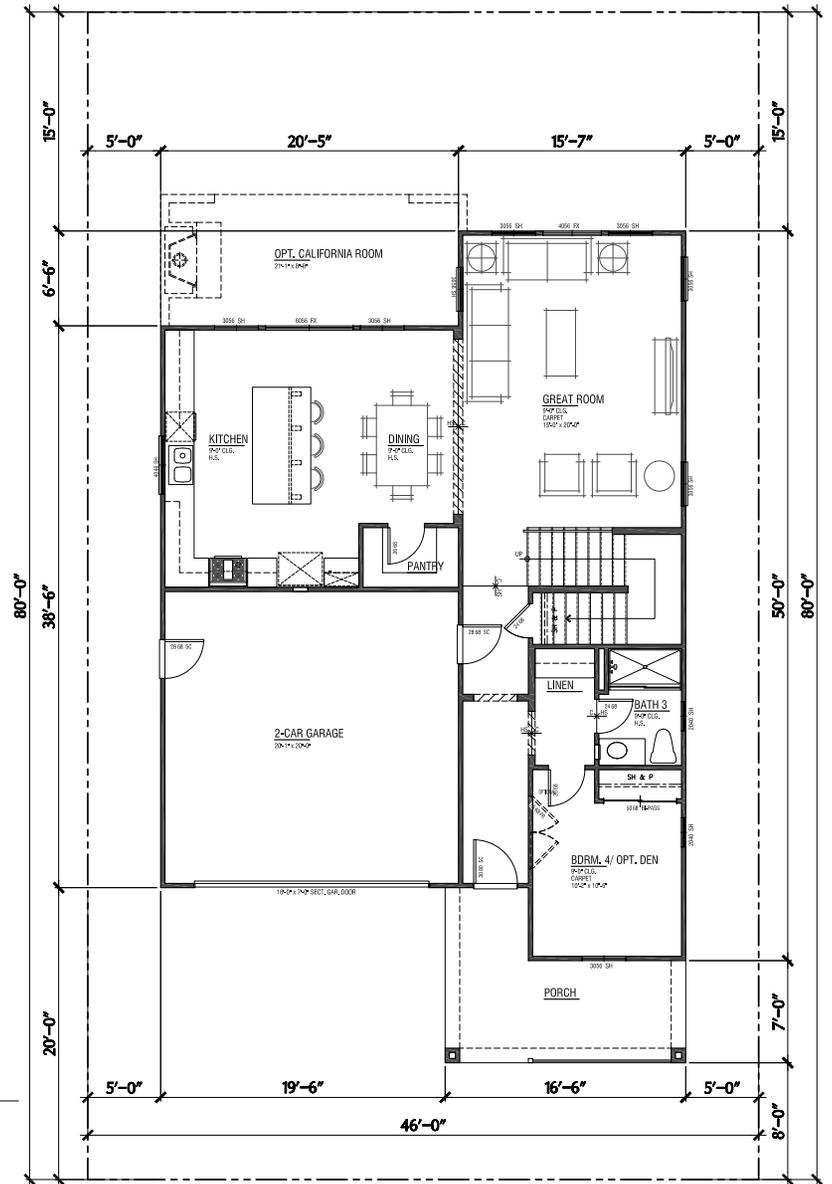
Plan 2

Front Elevations

Vintner's Square
Lodi, California



Second Floor
1,090 S.F.



First Floor
1,126 S.F.

Plan 2

4 Bedroom, 3 Bath, 2 Car-Garage
2,216 S.F.

Vintner's Square

Lodi, California



Traditional

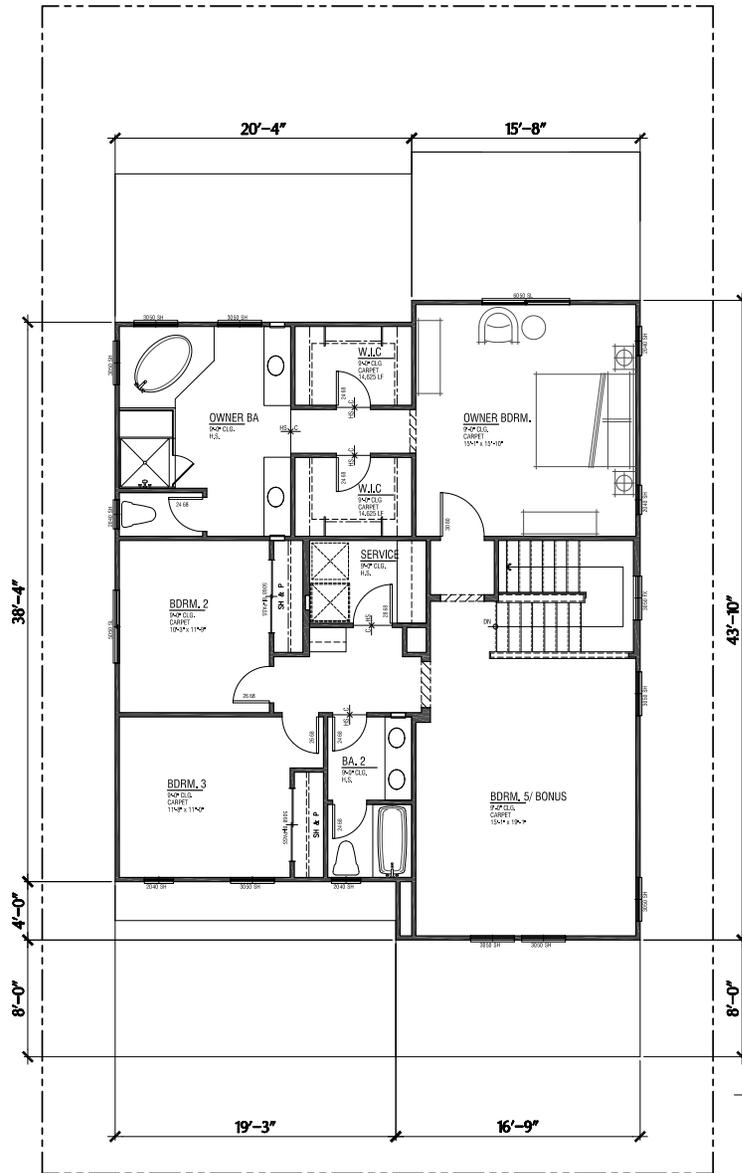


Craftsman Bungalow

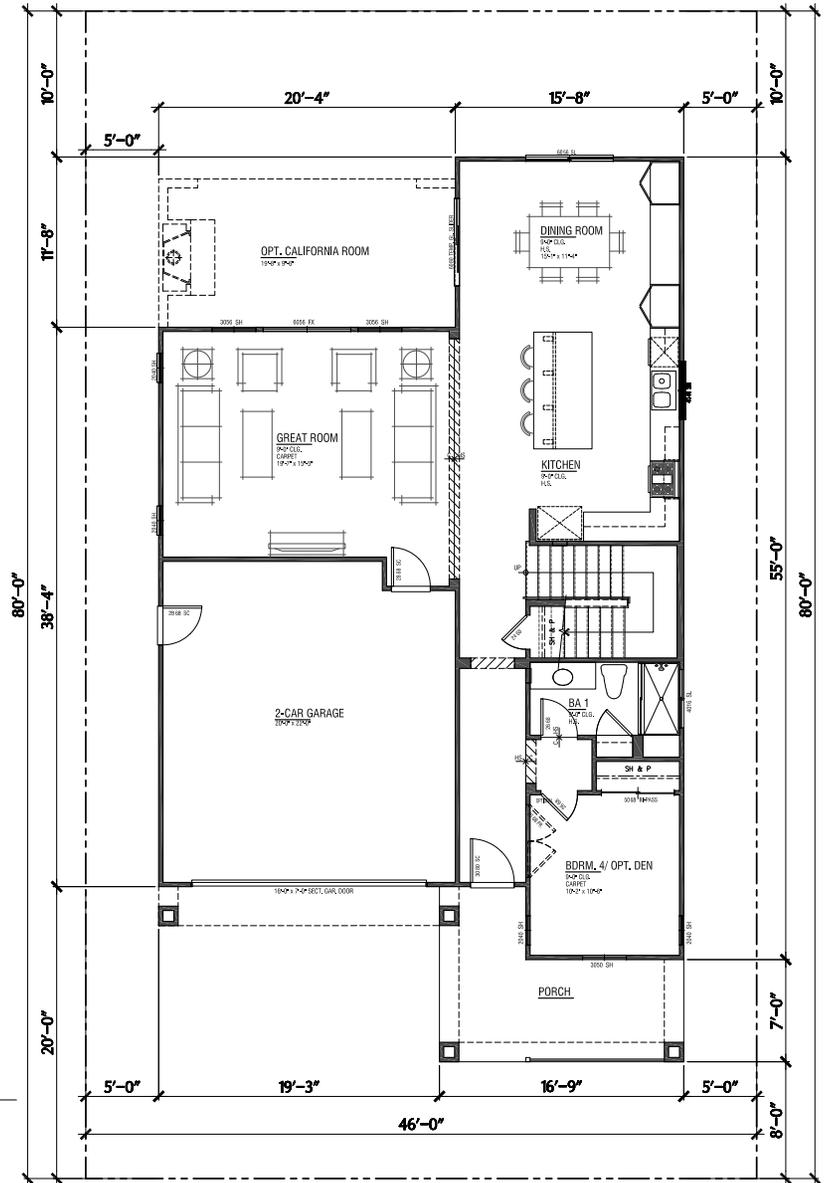
Plan 3
Front Elevations

Vintner's Square
Lodi, California





Second Floor
1,395 S.F.



First Floor
1,174 S.F.

Plan 3

4 Bedroom, 3 Bath, 2 Car-Garage
2,569 SF

Vintner's Square
Lodi, California



CITY OF LODI
PLANNING COMMISSION
Staff Report

MEETING DATE: August 26, 2015

APPLICATION NO: Subdivision Application: 2015-14 S
Planned Development 2015-14 PD
Growth Management Allocation: 2015-14 GM

REQUEST: Request for Planning Commission approval of:

- a) Growth Management Allocation for 22 Low-Density Residential Lots; and
- b) A Subdivision Map for the Vintner Square Subdivision, a 9 acre, 57 unit subdivision; and
- c) Adopt Development Standards for the subdivision known as Vintner Square located within Low Density Residential Zoning District.
South of Taylor Road and west of Lower Sacramento Road
(Applicant: Vintners Square LLC; File: 2015-14 GM / S / PD; CEQA Status: Section 15183 – Previous Environmental Review)

LOCATION: South of Taylor Road and west of Lower Sacramento Road
APN: 027-420-08 and 027-420-10
Lodi, CA 95240

APPLICANT: Vintners Square LLC
The Grupe Company
Mr. Chris Conklin
3255 West March Lane, Suite 400
Stockton, CA 95219

PROPERTY OWNER: Geweke Family PTP
Mr. John Farris
P.O. Box 1420
Lodi, CA 95241

RECOMMENDATION

Staff recommends that the Planning Commission approve the Tentative Subdivision Map and Planned Development Guidelines for the Vintage Square Subdivision and recommend to the City Council approval of the request for 22 Low-Density growth management allocations subject to conditions in the attached resolution.

PROJECT/AREA DESCRIPTION

General Plan Designation: Low Density Residential
Zoning Designation: RLD - Low Density Residential
Property Size: 3.74 (162,914.4 sq ft) + 5.26 (229,125.6 sq ft) = 9.00 (392,040 sq ft)

The adjacent zoning and land use characteristics:

	ADJACENT ZONING DESIGNATIONS AND LAND USES		
	GENERAL PLAN	ZONING CLASSIFICATION	EXISTING LAND USE
North	Medium Density Residential,	San Joaquin County	Rural Residences
South	Commercial	Community Commercial	Lowe's Shopping Center
East	Low Density Residential	Low Density Residential	Vacant / residential
West	Low Density Residential,	San Joaquin County	Agricultural use

SUMMARY

The proposed project seeks to create a private / gated 57 single family lot community with associated landscape parcels and private streets.

All private streets meet the minimum City right of way standards.

The project does include a private 7,100 sq ft open space lot for the gated community.

The project takes access off Taylor Road with a secondary access off Westgate Drive

The project site was previously granted 35 growth allocations in 2005. The applicant seeks an additional 22 growth allocations

The applicant is proposing a different housing product and living experience that the last 3 major subdivisions in Lodi – Rose Gate, Van Ruiten Ranch and Reynolds Ranch.

BACKGROUND

The property was originally annexed into Lodi on April 25, 1996 as part of the Crossroads Annexation. This included the subject property as well as the southwest corner of Lower Sacramento Road and Kettleman Lane. In addition to annexation, the City designated the area as Commercial Shopping and the property along Taylor Road and Westgate as residential.

All Air Quality, Biological and Agricultural mitigation were satisfied during the annexation process. The project paid all development impact fees with the development of the Lowe's Shopping Center.

Subsequently, the 2010 General Plan designated the property low density residential with a density of 2 – 8 units per acre.

ANALYSIS

Existing Conditions: The subject site consists of two parcels totaling 9 acres. To the western portion of the property is a 3 acre detention basin that the City is looking to vacate. Taylor Road forms the northern property border, to the east is Lower Sacramento Road, to the west is Westgate Lane and to the south is the Lowe's shopping center.

Along the north of Taylor Road are unincorporated rural properties that are identified to ultimately annex to the City.

General Plan Compliance: The project site includes General Plan Land Use designation of Low Density Residential. The proposed project is consistent with the current General Plan (2010) land use designations, layout and required density.

The Low Density Residential designation mandates density ranges between two (2) to eight (8) units per acre. The Vintner Square project has a density of 6.3 units per acre. The General Plan Land Use Policy 3 (LU P3) prohibits development at less than the minimum and maximum density prescribed by each residential land use category. The proposed project does comply with applicable General Plan density requirements.

Zoning Compliance: The project site is zoned RLD – Low Density Residential. This zoning designation identified design standards for the size and shape of parcels along with street access. The zoning code requires 5,000 sq. ft. lots with 50 ft. width.

The zoning code has provisions for a Planned Development (PD) overlay to be applied to projects, to provide flexibility in the application of development standards that will produce development projects of superior quality, including retention of unique site characteristics, creative and efficient project design, etc., than would have been achieved through strict application of the development standards required by the primary zoning district.

The applicant has requested the PD overlay to allow for flexibility of design standards. The PD request is to develop a private gated community, private streets and lots that are on average 4,000 sq. ft. in size with a width of 46 ft. The front yard setback is 10 ft from the private roadway.

Planned Development Guidelines: The applicant has prepared the Vintners Square Planned Development Standards and Guidelines. (Attachment C) The organization of these guidelines is presented as a series of community design components that when combined create a comprehensive project design. The chapters highlight and articulate the various community design components, establishing specific development guidelines and standards for how the project will develop.

As depicted in the development plans, the applicant is proposing to use several different elevation styles throughout the subdivision. The elevations use varying massing and architectural articulations.

The project also includes a preliminary landscape plan that generally places one large street tree in each front yard among other accent landscaping including various shrubs, ground cover and lawn. The landscaping plan would have to comply with the requirements of the Lodi Municipal Code Section 17.03.070 which regulate landscape water efficiency.

Subdivision Map: The proposed Tentative Map would subdivide the project parcel into 57 Low-Density residential single-family lots, 1 private lot for an open space / park lot and associated public and private roadways.

The size and shape of the subject project area makes an efficient lotting design difficult. The applicant has proposed a number of lotting designs and ultimately decided to not try to compete with the housing product in Rose Gate, Van Ruiten Ranch and Reynolds Ranch.

The project includes lots that meet to 2 to 8 units per acre density, but overall do not meet the size standards for Low Density Residential

In accordance with Lodi Municipal Code Section, 17.52.070, the Commission may approve a tentative map only when it first finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, and any applicable specific plan, and that none of the findings for denial can be made. The findings shall apply to each proposed parcel as well as the entire subdivision, including any parcel identified as a designated remainder in compliance with Map Act Section 66424.6. The findings are included as part of the resolution and staff recommends approval of the subdivision map.

In accordance with Lodi Municipal Code Section, 17.52.130, an approved Tentative Map is valid for 24 months after its effective date (Section 17.66.130). At the end of 24 months, the approval shall expire and become void unless, the applicant petitions the Planning Commission for an extension and the Commission grants an extension in accordance with Lodi Municipal Code Section 17.52.130 (B)(1). Phased Final Maps shall extend the expiration of the tentative map by 36 months or the date of the previously filed Final Map.

Access and Circulation: The project is accessed by Taylor Road and Westgate Drive. The project is bordered by Lower Sacramento Road. The project does not restrict or impede existing roadways. The private development will include private access to the existing roadway system.

The General Plan discourages private roadways and gated communities. This is intended to ensure through roads and a gridded street pattern. The project proposal will not reduce area circulation and connectivity. The project size and location is one of a few sites in Lodi that would be appropriate for a gated community without reducing through streets and reducing connectivity.

Fences and Buffers: The City places a high value on quality design and materials in the construction of fencing and buffers for developments. Fencing is an integral design feature in residential developments and defines property ownership and boundaries. The City expects quality materials that will last and maintain an appealing aesthetic within neighborhoods.

There is an existing masonry wall along the southern boundary. A masonry wall will be constructed along Westgate, Taylor and Lower Sacramento Roads. Landscaping will be located between a detached sidewalk and masonry wall.

Condition of approval 9 and 23 has been added to the resolution that sets the City's expectation, so developers of this subdivision know this is an important feature the City wants maintained.

Growth Management Compliance: The Vintner Square property was allocated 35 units in 2004. The applicant is requesting 22 additional units to construct the full project.

The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City's population, compounded annually. Once the number of allocable units is figured, the City requires that the allocation units be distributed among housing types as follows; **44 percent low density, 28 percent medium density and 28 percent high density (GM-P4)**. The following calculation explains the current City population of **63,719** as of January 1, 2015 and **447** units available for 2015:

Growth Allocations for 2013 and 2014 were higher because the persons per household was lower. New Department of Finance numbers show Lodi at 2.85 persons per household in 2015 compared with 2.7 in the past.

1. Calculate two percent of the City's current population: **63,719** x 2% = 1,274.38
2. Divide 1,274 by the average number of persons per household 1,274 / 2.85 = 447.15
3. Divide the 447.15 (**447** du) units into the 3 housing types:
 - 44% low density = 197 units
 - 28% medium density = 125 units
 - 28% high density = 125 units

In 2013, the City Council expired allocations accumulated since 2008. In the five-year period since 2008, 2,235 allocations were added to the reserve. The Council eliminated 800 Low Density and 1,435 High Density allocations. This Council action created a new balance of **4,674** as detailed below in Table A.

Table A: Growth Management Allocation History 2012

Density	Base Available Allocations		
	Total Available for 2012	2% Allocations for 2013	Total Available for 2013
Low (0.1-7)	2,995	197	3,192
Medium (7.1-20)	557	126	683
High (20.1-30)	1,122	125	1,247
TOTAL	4,674	448	5,122

Table B identifies the available Allocations in 2013, Allocations provided to projects in 2013 and those available for 2014.

Table B: Growth Management Allocation for 2013 and 2014

	Available Allocations			
	Total Available for 2013	Total Allocated in 2013 (Rose Gate)	2% Allocations for 2014	Total Available for 2014
Low (0.1-7)	3,192	- 232 (2960)	199	3,159
Medium (7.1-20)	683	- 0 (683)	127	810
High (20.1-30)	1,247	- 0 (1,247)	127	1,374
TOTAL	5,122	4,890	453	5,343

Table C identifies the 2014 Total Allocations, the requested Allocations for projects, and the remaining overall Allocations.

Table C: Growth Management Allocation for 2014

Density	Available Allocations				
	Total Available for 2014	Allocation for Van Ruiten Ranch	Allocation for Reynolds Ranch	Remaining Allocations for 2014	Total Remaining for 2014
Low (0.1-7)	3,159	145	0	145 – 199 (54)	3,014
Medium (7.1-20)	810	55	227	282 – 127 (-155)	528
High (20.1-30)	1,374	88	330	418 – 127 (-291)	956
TOTAL	5,343	288	557	- 392	4,498

Table C identifies the 2015 Total Allocations, the requested Allocations for projects, and the remaining overall Allocations.

Table D: Growth Management Allocation for 2015

Density	Available Allocations				
	Total Remaining for 2014	2% Allocations for 2015	Total Available for 2015	Grupe – Taylor Road	Total Remaining for 2015
Low (0.1-7)	3,014	197	3,211	22	3,189
Medium (7.1-20)	528	125	653	0	653
High (20.1-30)	956	125	1081	0	1081
TOTAL	4,498	447	4,945	4,923	4,923

The Growth Management Ordinance includes a priority location area and a point system to assist the City with prioritizing issuance of growth management allocations. The priority location area designates lands available for development and provides development categories of one, two or three, with Priority Area 1 being the first priority area for development. The priority areas are based on availability of city services (e.g., water, wastewater, storm drains, streets, police, fire and parks). The proposed project site is classified as an in-fill project. For scoring purposes in-fill projects are considered Priority Area 1 projects. The point system was established to rate projects based on various project merits in order to determine if one project should be approved before another, particularly if there are more allocation requests than there are available allocations. However, because the City hasn't had growth management allocation requests since 2006, surplus allocations have been accumulated.

Conclusion

Staff sent a copy of the application to various City departments for review and comment. Their comments and requirements incorporated into the attached resolution. Staff believes that the Commission can make the findings in order to approve the proposed project, subject to conditions outlined in the attached resolution. The proposed tentative map, as described in the code compliance sections above, is consistent with the current General Plan (2010).

The proposed exclusively residential development aligns with the residential land use designations and densities assigned to site in the current General Plan. The site for the proposed subdivision is suitable for the density and type of development proposed in that it is a

flat piece of land. Also the design of the subdivision and type of improvements would not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision in that there are no existing public access easements on the site. Further, as stated in the code compliance sections above, the applicant has proposed development standards for this subdivision that are consistent with the historical development of the City.

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Rezone, Tentative Subdivision Map, and Design Review for subdivision layout is a project under CEQA.

CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects that are consistent with a Community Plan, General Plan, or Zoning for which an environmental impact report (EIR) has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site."

The project site was annexed into the City of Lodi in 1996 and paid all mitigation costs and completed environmental measures to reduce impacts from the conversion from rural to urban uses.

The City Council, by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan. This General Plan designated the project site as Low Density Residential.

No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No increase in development density beyond what was anticipated in the General Plan for the Project site would occur. No other special circumstances exist that would create a reasonable possibility that the proposed Project will have a significant adverse effect on the environment. Therefore, the proposed Project qualifies for the exemption under CEQA Guidelines Section 15183 and no further environmental review is required.

PUBLIC HEARING NOTICE:

Legal Notice for the Use Permit was published in the Lodi News Sentinel on Saturday, June 11 2015 and August 15, 2015. Thirty-eight (38) public hearing notices were sent to all property owners of record within a 300-foot radius of the project site as required by California State Law §65091 (a) 3. Public notice also was mailed to interested parties who had expressed their interest of the project.

RECOMMENDED MOTIONS

Should the Planning Commission agree with staff's recommendation, the following motion is suggested:

1. "I move that the Planning Commission adopt a Resolution finding that the project has satisfied the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15183, the project is consistent with the findings of the previous environmental documents prepared for the 2010 Lodi General Plan and approve the Tentative Subdivision Map and Planned Development Guidelines for the Grupe Taylor Road Subdivision and recommend to the City Council approval of the request for 22 Low-Density Growth Management Allocations subject to conditions in the attached resolution."

ALTERNATIVE PLANNING COMMISSION ACTIONS:

- Approve the request with attached or alternate conditions
- Deny the request
- Continue the request.

Respectfully Submitted,

Concur,

Craig Hoffman
Senior Planner

Stephen Schwabauer
Community Development Director

ATTACHMENTS:

- A. Vicinity / Aerial Map
- B. Subdivision Map
- C. Planned Development Standards
- D. Draft Resolution

RESOLUTION NO. 15-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI APPROVING THE REQUEST OF THE GRUPE COMPANY FOR APPROVAL OF VINTNERS SQUARE SUBDIVISION MAP FOR VINTNERS SQUARE SUBDIVISION, A 9-ACRE, 57 UNIT SUBDIVISION AND 22 GROWTH MANAGEMENT ALLOCATION REQUESTS

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Subdivision application, in accordance with the Lodi Municipal Code, Section 17.74; and

WHEREAS, the project site is located south of Taylor Road and west of Lower Sacramento Road, Lodi, CA 95240 (APN: 027-420-08 and 027-420-10); and

WHEREAS, the applicant is Vintners Square LLC, The Grupe Company, Mr. Chris Conklin, 3255 West March Lane, Suite 400, Stockton, CA 95219; and

WHEREAS, the project properties owners of record are Geweke Family PTP, Mr. John Farris, P.O. Box 1420, Lodi, CA 95240; and

WHEREAS, the applicant, Vintners Square LLC, The Grupe Company, Mr. Chris Conklin, has filed the Vintners Square Subdivision Map, Planned Development Guidelines and Growth Management Application with the City of Lodi; and

WHEREAS, City Council Resolution No. 2010-41 adopted by the City Council on April 7, 2010, approved the land use designation as Low Density Residential for the project site; and

WHEREAS, the City Council by Ordinance No. 1869, which became effective on March 21, 2013, granted Low Density Residential for the project site; and

WHEREAS, the City Council by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan; and

WHEREAS, a copy of the Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, is kept on file for public review within the Community Development Department by the Community Development Director at 221 West Pine Street, Lodi, CA; and

WHEREAS, the Subdivision Map contains 9 acres, 57-single family residential lots and is consistent with the density ranges of the General Plan; and

WHEREAS, the Community Development Department did study and recommend approval of said request; and

WHEREAS, after due consideration of the project, the Planning Commission did conditionally approve the project; and

WHEREAS, the Planning Commission's recommendation is based upon the following findings and determinations:

1. The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Rezone, Tentative Subdivision Map, and Design Review for subdivision layout is a project under CEQA.

CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects that are consistent with a Community Plan, General Plan, or Zoning for which an

environmental impact report (EIR) has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.”

The project site was annexed into the City of Lodi in 1996 and paid all mitigation costs and completed environmental measures to reduce impacts from the conversion from rural to urban uses.

The City Council, by Resolution No. 2010-41, which became effective on April 7, 2010, certified an Environmental Impact Report (EIR), State Clearinghouse No. 20009022075, for the City of Lodi General Plan. This General Plan designated the project site as Low Density Residential.

No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No increase in development density beyond what was anticipated in the General Plan for the Project site would occur. No other special circumstances exist that would create a reasonable possibility that the proposed Project will have a significant adverse effect on the environment. Therefore, the proposed Project qualifies for the exemption under CEQA Guidelines Section 15183 and no further environmental review is required.

2. The proposed design and improvement of the tentative subdivision, as conditioned, will conform to the standards and improvements mandated by the adopted City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance, as well as all other applicable standards.
3. The standard size, shape and topography of the site is physically suitable for residential development proposed in that the site is generally flat and is not within an identified natural hazard area.
4. The site is suitable for the density proposed by the tentative subdivision map in that the site can be served by all public utilities and creates design solutions for storm water, traffic and air quality issues.
5. The design of the proposed tentative subdivision and type of improvements are not likely to cause serious public health problems in that all public improvements will be built per City standards and all private improvements will be built per the California Building Code.
6. The design of the proposed tentative subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed tentative subdivision.
7. The subdivision is conditioned to construct public street improvements thereby insuring that an adequate Level of Service is maintained on the roadways within the area.
8. The subdivision map allows for the orderly growth of Lodi in that the Land Use and Growth Management Element allows for the development of Medium Density Residential, High Density Residential on the project site.
9. Said Subdivision map complies with the requirements of Title 17, Article 5 of the Lodi Development Code, governing subdivision maps.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED, by the Planning Commission of the City of Lodi hereby approves the Subdivision Map and associated Development Standards for the Vintners Square Subdivision and recommends that the City Council award 22 low density growth management allocation units subject to the following development conditions and standards:

1. The property owner and/or developer and/or successors in interest and management shall, at their sole expense, defend, indemnify and hold harmless the City of Lodi, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include, but is not limited to, any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Lodi shall promptly notify the developer of any such claim, action, or proceeding and shall cooperate fully in the defense.
2. This recommendation for approval by the Planning Commission shall not constitute an authorization to begin any construction.
3. The developer shall comply with all the applicable requirements of the City's Community Development Department including Planning and Building Divisions; Public Works, Fire and Electric Utility Departments; and all other applicable local, state and federal agencies. It is the responsibility of the applicant to check with each agency for requirements that may pertain to the project.
4. The Tentative Map shall expire within 24 months of Planning Commission approval or a time extension must be granted by the Planning Commission.
5. The Final Map shall be in substantial conformance to the approved Tentative Map, as conditioned, and that any future development shall be consistent with applicable sections of the Municipal Code.
6. The developer shall install, on each residence, minimum four-inch high block style numbers for address identification. The numbers shall be in color that is contrasting to the background surface to which they are adhered and shall be readily visible from the street during the day and night. The construction drawings for the house plans shall identify the location of the address boxes or numbers on the house façades, along with a detail or keynote that describes how the house numbers will be illuminated or made identifiable from the street.
7. The developer shall submit detailed landscape and irrigation plans (concurrently with the improvement plans) for the review and approval of the Parks & Recreation Department. The landscape plan shall include, in addition to normal landscape and irrigation details, screening of any above ground utility vaults and anti-siphon water valves.
8. Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.
9. A conceptual fencing/wall plan shall be submitted for the entire subdivision with the grading plan and a detailed fencing/wall plan shall be submitted with the improvement plans for each phase of development. The design, height, and location of walls shall be subject to approval of the Community Development Director prior to approval of improvement plans. Where fencing is adjacent to public parks and/or trails, plans shall be approved by the Recreation Commission at the time of park plan approval. When the adjacent area is sloped, the fence/wall design shall include a 4' bench (sloped no more than 2%) along the fence/wall for maintenance purposes, as determined by the Parks and Recreation and Cultural Services Department.
10. If archeological materials are uncovered during any construction or pre-construction activities on the site, all earthworks within one hundred feet (100') of these materials shall be stopped, the Community Development Department notified, and a professional archeologist, certified by the Society of California Archeology and/or the Society of Professional Archeology, shall be notified. Site work in this area shall not occur until the archeologist has

had an opportunity to evaluate the significance of the find, and outline appropriate mitigation measures, if they are deemed necessary.

11. The developer shall pay for and install all street name signs, traffic regulatory and warning signs, and any necessary street striping and markings required by the City Engineer. Street striping and markings shall be raised ceramic markers or thermoplastic material, as directed by the City Engineer.
12. Road or street names shall not duplicate any existing road or street name in the City, except where a new road or street is a continuation of an existing street. Road or street names that may be spelled differently but sound the same shall also be avoided. Road or street names shall be approved by the Fire Chief and the Community Development Director.
13. All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the City Plans and all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
14. The developer shall ensure finished pad elevations are at a minimum one foot above the 100 year base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for San Joaquin County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development.
15. In accordance with the Growth Management and Infrastructure/Public Facilities Element of the City's General Plan, the environmental review prepared for this project, and the regulations of the applicable school districts, the Developer shall demonstrate that adequate provision is made for school facilities. To the extent permitted by law, this may include the payment of school facility mitigation fees adopted by the Lodi Unified School district, or alternative financial arrangements negotiated by agreement between the Developer and the applicable school districts.
16. Construction activities shall be limited to the hours of 7:00 a.m. to 10:00 p.m. Monday through Sunday, consistent with the City's Ordinance.
17. The Developer shall notify all purchasers of homes or lots, either through the Department of Real Estate Subdivision Report or, if there is no Subdivision Report, through a statement signed by each buyer and submitted to the City, that this subdivision is adjacent to an agricultural area, and as such, there are ground and aerial applications of chemicals, and early morning/night time farming operations which may create noise and dust, etc. In addition, all purchasers of homes or lots shall be made aware of the future possibility of oil and gas well exploration on surrounding and adjacent properties and that farm animals may be kept on adjacent properties that may be outside the City limits. The wording and format for notifying home buyers of this information is subject to approval by the Community Development Director.
18. All conditions of approval for this project shall be written by the project developer on all master building permit plan check sets submitted for review and approval. It is the responsibility of the developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. If the subdivision is to be built out using master plans. Please follow City of Lodi, Community Development Department Policies and Procedures # B-[08]-[13] Plan Submittal - Residential Master Plans and # B-[08]-[14] Permit Processing – Production Homes.
19. No variance from any City of Lodi adopted code, policy or specification is granted or implied by this approval.
20. The City places a high value on quality design and materials in the construction of fencing and buffers for developments. Fencing is an integral design feature in residential

developments and defines property ownership and boundaries. The City expects quality materials that will last and maintain an appealing aesthetic within neighborhoods. This includes metal or pressure treated posts for fencing.

City of Lodi Fire Department

21. The developer shall comply with all applicable requirements of the California Fire Code and the adopted policies of the City of Lodi.
22. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 of the California Fire Code and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Ord. No. 1840, § 1, 11-17-2010)
23. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
24. The developer shall install on-site and/or boundary water mains, fire hydrants and related services. Hydrants shall adhere to the City's standard details, with their location determined by the Fire District and City Engineer, and shall be installed and in service prior to any combustible construction on the site. Public fire hydrant spacing and distribution shall be determined as follows:
 - a) At 300 feet spacing in high density, commercial, industrial zoning or high-value areas;
 - b) At 500 feet spacing in low density residential areas;
 - c) At 1000 feet spacing in residential reverse frontage;
 - d) A fire hydrant shall be located within 200 feet of the radius point of all cul-de-sacs;
 - e) Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:
 - i. Streets have median center dividers that make access to hydrants difficult, cause time delays, or create undue hazards or both;
 - ii. On major arterials where there is more than four lanes of traffic;
 - iii. Width of street in excess of 88 feet;
 - iv. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvement Plans for the City of Lodi.
25. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

City of Lodi Public Works Department

The Public Works Department has the following comments regarding the subject development plan for the Vintner's Square residential development:

26. Engineered Improvement plans and cost estimate shall be submitted for approval per the City Public Improvement Design Standards for all public improvements prior to final map filing. Plan submittal shall include:
 - a) Approved tentative map, signed by the Community Development Director.
 - b) Approved master plans for the project.

- c) Current soils report. If the soils report was not issued within the past three (3) years, provide an updated soils report from a licensed geotechnical engineer.
- d) Grading, drainage and erosion control plan.
- e) Copy of Notice of Intent for NPDES permit, including storm water pollution prevention plan (SWPPP) and WDID number.
- f) Street tree planting plan for parkway strip along reverse frontages. Requires approval of the Community Development Director.
- g) Landscape, irrigation, lighting and construction for all reverse frontage, and side lot components, including reverse frontage walls. Walls (both existing and proposed) shall be inside the street right-of-way and shall have a height of 6 feet above the adjacent pad elevation or as required by Community Development Department to satisfy General Plan requirements.
- h) All utilities, including water, wastewater, storm drainage, street lights and electrical, gas, telephone and cable television facilities.
- i) Joint trench.
- j) Undergrounding of existing overhead utilities in Taylor Road from Lower Sacramento Road to the west side of Westgate Drive.
- k) Public street improvements for Taylor Road, and Westgate Drive and Lower Sacramento Road per City Design Standards.
- l) Traffic striping and signage modifications for Taylor Road and Westgate Drive.

A complete plan check submittal package, including all the items listed above plus the Map/Improvement Plan Submittal cover letter, Improvement Plan Checklist and engineering plan check fees, is required to initiate the Public Works Department plan review process for the engineered improvement plans.

27. All public street improvements shall be to the approval of the Public Works Director.
- a) Lower Sacramento Road. Install landscape and irrigation improvements and a reverse frontage wall. The reverse frontage wall, landscaping and irrigation improvements shall be constructed by the developer at the developer's expense to the approval of the Public Works Director and Community Development Director. The wall shall have a minimum height of 6 feet measured from the highest adjacent pad grade.
 - b) Taylor Road. Street improvements on Taylor Road shall conform to Standard Plan 101, Cross Section 2 on the south side of Taylor Road (termination of roadway improvements on the north side of Taylor Road may conform to existing pavement and driveway configurations but new pavement must be installed). Developer shall acquire temporary construction easements, if necessary, from the property owners along the north side of Taylor Road to allow construction of improvements, including, but not limited to street pavement, transitions to existing driveways and street lights along the south side of the roadway. Developer or developer's engineer shall core existing pavement to determine suitability of existing structural section. Street and utility improvements to be constructed may require removal and reconstruction of existing street pavement improvements. At a minimum, the existing pavement shall receive an asphalt overlay of no less than 0.15' in thickness. Install landscape and irrigation improvements and a reverse frontage wall. Reverse frontage wall, landscaping and irrigation improvements shall be constructed by the developer at the developer's expense to the approval of the Public Works Director

- and Community Development Director. The wall shall have a minimum height of 6 feet measured from the highest adjacent pad grade.
- c) Westgate Drive. Install landscape and irrigation improvements and a reverse frontage wall. The reverse frontage wall, landscaping and irrigation improvements shall be constructed by the developer at the developer's expense to the approval of the Public Works Director and Community Development Director. The wall shall have a minimum height of 6 feet measured from the highest adjacent pad grade.
28. Design and installation of public improvements to be in accordance with City master plans. Water, wastewater and storm drainage master plans and design calculations for the development will be required.
- a) Wastewater. Master plan wastewater facilities are not available south of Kettleman Lane until the Lodi Shopping Center public improvements are accepted by the City. If the development precedes the construction and acceptance of the Lodi Shopping Center wastewater improvements, a temporary lift station on Westgate Drive will be required to provide temporary wastewater service until master plan facilities are available. The temporary lift station design and installation shall be to the approval of the Public Works Director. The City will consider alternative wastewater pipeline alignments to *serve the subdivision*.
- b) Storm Drainage. Terminal master plan storm drain facilities are not available west of Lower Sacramento Road. Storm drain facilities shall be designed to accommodate future connection to the master plan storm drainage facilities.
- i) The Developer may discharge storm drainage into the G-Basin collection system as reflected in the Vintner's Square Development Storm Water Analysis dated May 2015. The Developer shall fund the work to construct the storm water operations facilities improvements needed to establish storage capacity in the G-Basin watershed until the master plan facilities are available.
29. Underground all existing overhead utilities on the south side of Taylor Road and those crossing Taylor Road.
30. The design of underground facilities on Taylor Road (electric, telephone, cable TV) shall include provisions for future underground utilities north of Taylor Road. Although the properties north of Taylor Road are currently served by P.G. & E., upon annexation, the properties may be served by City of Lodi Electric Utility. Street crossings (conduits only) for future Lodi Electric facilities shall be constructed with this project.
31. All public improvements shall be installed within one year of final map filing under the terms of an improvement agreement to be approved by the City Council prior to final map filing. The Developer will be required to provide to the City acceptable security to guarantee the construction of the public improvements. Prior to acceptance of the improvements, a warranty security in the amount of 10% of the value of the public improvements shall be provided to the City. The warranty period for public improvements will be two (2) years, commencing on the date of acceptance of the public improvements.
32. All property dedicated to the City of Lodi shall be free and clear of all liens and encumbrances and without cost to the City of Lodi and free and clear of environmental hazards, hazardous materials or hazardous waste. Developer shall prepare and submit a hazardous materials report and shall indemnify the City against any and all hazardous materials and/or ground water contamination for all property/easements dedicated to the City.

33. Dedication of a Non-Exclusive Egress and Ingress Easement (extending along the private streets from property line to property line) along the common frontage of Lots 1 through 57, Lot A and the entry to the subdivision. Dedication shall be for the purposes of access only and exclusive of public utilities. Said access easement shall be to the approval of the Public Works Department, Community Development Department and Fire Department.
34. The proposed south right-of-way along Taylor Road will delineate the boundary between public and private roadway and surface improvements of the development. The entrance, entrance gate and all interior streets are private. Developer shall make provisions for providing emergency vehicles, City maintenance vehicles and waste collection vehicle access through the security gate.
35. Developer shall dedicate a public utility easement overlying the public water, wastewater and storm drain infrastructure within the private streets.
36. Excepting the project entrance, and proposed pedestrian access points on Lower Sacramento Road and Westgate Drive, Developer shall dedicate a restricted access easement along the east boundary of Westgate Drive, south boundary of Taylor Road, south boundary of the subdivision and the west boundary of Lower Sacramento Road.
37. An overland flood release pathway shall be incorporated into the streets and circulation design plan for each subarea. For example, when any particular catch basin is obstructed or overwhelmed with water, the street drainage design (high points and low points) shall be calculated so that no water shall pond higher than the one foot (1') below any finished floor elevation without releasing the excess water toward the planned flood release point.
38. Verification must be provided showing that the fire engines, garbage trucks, and buses can navigate the proposed private streets.
39. Existing water and wastewater pipelines shall not be impacted by this project. If portions of pipeline are to be temporarily taken out of service or modified, the developer must provide alternative services with equal or greater flow capacity. Any modification and/or alternative services must be approved by the Public Works Director prior to disturbing any services.
40. Provide all necessary traffic signs for the entire subdivision, including any necessary traffic signs needed along Taylor Road and Westgate Drive.
41. Provide a slope easement or retaining wall along the boundary of the development for all grade differentials of one foot or greater.
42. Provide a wall easement for the public masonry wall footings along all parcels that will have a public masonry wall along their property. The easement is not required if a wall design is provided with the footing contained entirely in the public right-of-way.
43. As set forth in Resolution No. 2007-59 approved by the City Council on April 4, 2007, the territory included in the subdivision map shall be annexed to the City of Lodi Community Facilities District No 2007-1 (Public Facilities) prior to final map filing. All costs associated with annexation to the District shall be the Developer's responsibility.
44. Slopes for all parcels within the development must flow towards the proposed streets. All stormwater must be collected within the development and cannot flow to neighboring parcels.
45. Submit final map per City and County requirements including the following:
 - a) Preliminary title report.

- b) Waiver of vehicle access rights at Taylor Road except at the proposed driveway entrance to the private shared access roadway along the interior of the subdivision; Westgate Drive and Lower Sacramento Road.
 - c) Final Map Guarantee
46. Project application was deemed complete prior to July 1, 2015 post construction standards deadline. Design and construction shall be in compliance with applicable terms and conditions of the City's Stormwater Management Plan (SMP) and shall employ the Best Management Practices (BMPs) identified in the SMP.
- a) Stormwater Development Standards will be required for this project. The design of projects containing more than 10 units in a home subdivision is required to follow these Standards.
 - b) State-mandated construction site inspections to assure compliance with the City of Lodi Storm Discharge Permit are required. The fee for the inspections is the responsibility of the Developer and must be paid prior to map filing or commencement of construction operations, whichever occurs first.
47. In order to assist the City of Lodi in providing an adequate water supply, the Developer on behalf of itself, its successors and assigns, shall enter into an agreement with the City that the City of Lodi be appointed as its agent for the exercise of any and all overlying water rights appurtenant to the proposed subdivision, and that the City may charge fees for the delivery of such water in accordance with City rate policies. In addition, the agreement shall assign all appropriate or prescriptive rights to the City. The agreement will establish conditions and covenants running with the land for all lots in the subdivision and provide deed provisions to be included in each conveyance.
48. Install temporary blow-off valves per Standard Plan 409 (or temporary hydrants) to the ends of all dead-end water mains planned for future extension.
49. Provide locations of all water valves and fire hydrants within the development. All water valves and fire hydrants shall have a maximum spacing conforming to the City Design Standards section 4.501 and 4.502, respectively.
50. Install up to two (2) automatic water flushing valves at locations to be determined by the Public Works Utilities Superintendent.
51. The project will install landscape areas along Taylor Road, Westgate Drive and Lower Sacramento Road. After the City accepts the landscape improvements, the Developer will be required to maintain the landscaping for two years.
52. Per Lodi Municipal Code Section 17.62.040, all reimbursements shall be made by private reimbursement agreement in accordance with Chapter 17.62.
53. Contact the United States Postal Service for the location and type of mailboxes to be installed in this subdivision.
54. Obtain the following permits:
- a) City of Lodi encroachment permit for work within their right-of-way for work taking place prior to execution of the Improvement Agreement.
 - b) Grading Permit from the City of Lodi Building Department
 - c) NPDES Construction General Permit (SWPPP).
 - d) San Joaquin Valley Air Pollution Control District (SJVAPCD) permits

55. Payment of the following:

- a) Filing and processing fees and charges for services performed by City forces per the Public Works Fee and Service Charge Schedule. Note that inspection fees will be based on the cost of constructing all elements of public improvements (e.g. private streets over water, wastewater and storm drain pipelines to establish all weather access to utilities).
- b) Development Impact Mitigation Fees per the Public Works Fee and Service Charge Schedule at the certificate of occupancy. Development Impact Fees (with exception of wastewater and electrical fees) have been paid.
- c) Regional Transportation Impact Fee (RTIF) at the time of building permit issuance.
- d) Stormwater compliance inspection fee prior to map filing or commencement of construction operations, whichever occurs first.
- e) Fees charged for design, review, inspection, impact, or encroachment by the various agencies and utility companies having jurisdiction in this area.
- f) Annexation into the City of Lodi Community Facilities District – Estimated at \$10,000.
- g) Any existing reimbursement fees per existing agreements

56. The project will include a Home Owners Association. Home Owner's Association (HOA) for the project shall be provided to the Community Development Department for review and approval prior to recordation of the final map. HOA shall contain appropriate mechanisms for the permanent ongoing maintenance of areas, including but not limited to common landscaping, shared exterior walls and treatments and shared drives. HOA shall include appropriate mechanisms to assess and collect assessments for said maintenance and the ability to enforce adherence to the HOA. HOA shall clearly provide that the homeowner is responsible for compliance of HOA and also responsible and liable for any renter's violations of the HOA. The HOA shall also discuss guest parking and garbage pick-up. Following approval of the HOA by staff, the HOA shall be recorded concurrent with the final map.

57. Architecture for the residences will be reviewed by the Planning Commission for approval.

Dated: August 26, 2015

I certify that Resolution No. 15-16 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on August 26, 2015 by the following vote:

AYES: Commissioners: Cummins, Hennecke, Heinitz, Kirsten, Olson, Slater and Chair Kiser
NOES: Commissioners: None
ABSENT: Commissioners: None

ATTEST


Secretary, Planning Commission

**LODI PLANNING COMMISSION
REGULAR COMMISSION MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 26, 2015**

1. CALL TO ORDER / ROLL CALL

The Regular Planning Commission meeting of August 26, 2015 was called to order by Chair Kiser at 7:00 p.m.

Present: Planning Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson, Slater and Chair Kiser

Absent: Planning Commissioners – None

Also Present: Senior Planner Craig Hoffman, Deputy City Attorney John Fukasawa, Deputy Public Works Director Charles Swimley and Administrative Secretary Kari Chadwick

2. MINUTES

“July 22, 2015”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Heinitz, Cummins second, approved the minutes of July 22, 2015 as written.

3. PUBLIC HEARINGS

- a) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kiser called for the public hearing to consider the request of the Planning Commission for rescission of Use Permit 2014-06 for a Type-47 On-Sale Beer, Wine and Distilled Spirits for McGuire’s On Elm Street Irish Pub at 24 W Elm Street. (Applicant: Gary Arnold; File 13-U-18; CEQA Determination: Exempt per Section 15321)

Commissioners Kirsten and Heinitz recused themselves from the public hearing due to having a property interest in the sphere of influence of this project.

Senior Planner Craig Hoffman gave a brief presentation based on the staff report. Staff is recommending the rescission of the approval of the project as conditioned

Hearing Opened to the Public

- None

Public Portion of Hearing Closed

- Commissioner Hennecke asked if the Use Permit transfers with new ownership. Mr. Hoffman stated that the Use Permit runs with the property. He added that normally there is a condition that is placed on Use Permits that would render the Permit useless if there is no activity within six months of adoption.
- Commissioner Slater asked if the payment made by the applicant at time of application submittal is refunded when the application is rescinded. Mr. Hoffman stated that it is not. Those funds were used during the original application process.
- Commissioner Olson asked why an incentive for selling the property would be requested to be removed. Mr. Hoffman stated that the applicant that applied for the permit is not going to be able to utilize it and it has been unused for over a year. Chair Kiser added

that he wouldn't like to see someone else pick up the property and the Use Permit without having to come before the Planning Commission.

- Commissioner Hennecke asked if the owner was present. Mr. Hoffman stated he is not present and does not have a problem with the Use Permit being rescinded.

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Cummins, Slater second, finds that the rescission of the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321, and adopts a Resolution rescinding the Use Permit resolution 2014-06 allowing a Type-47 ABC license at 24 W. Elm St. subject to conditions of approval contained in the draft resolution provided. The motion carried by the following vote:

Ayes: Commissioners – Cummins, Hennecke, Olson, Slater and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners - Heinitz and Kirsten

Commissioners Kirsten and Heinitz rejoined the commission.

- b) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kiser called for the public hearing to consider the request of the Planning Commission for approval of:
 - I. Growth Management Allocation for 22 Low-Density Residential Lots; and
 - II. A Subdivision Map for the Vintner Square Subdivision, a 9 acre, 57 unit subdivision; and
 - III. Adopt Development Standards for the subdivision known as Vintner Square located within Low Density Residential Zoning District.

South of Taylor Road and west of Lower Sacramento Road
(Applicant: Vintners Square LLC; File: 2015-14 GM / S / PD; CEQA Status: Section 15183 – Previous Environmental Review)

Senior Planner Craig Hoffman gave a brief PowerPoint presentation based on the staff report.

Chair Kiser asked if there will be a fund set up to maintain the roads within the development. Mr. Hoffman stated that there will be a Home Owners Association (HOA) set up to maintain the roads and other common areas.

Vice Chair Heinitz asked if the school district has been consulted on this project. Mr. Hoffman stated that the project is routed to the school district as part of the application process.

Commissioner Olson disclosed that she had a discussion with the applicant regarding the project.

Commissioner Olson asked if the park was going to fall under the HOA. Mr. Hoffman stated that it is a private park and will be maintained under the HOA.

Commissioner Slater disclosed that he had a discussion with the applicant regarding the project.

Commissioner Slater asked about the type of fencing to be used within the development. Mr. Hoffman stated that condition number 20 addresses the type of fencing material to be used.

Commissioner Kirsten disclosed that he had a discussion with the applicant regarding the project.

Commissioner Cummins disclosed that he had a discussion with the applicant regarding the project.

Commissioner Hennecke asked how Police and Fire are planning to keep up with the amount of growth. Mr. Hoffman stated that the growth has just begun to get started and Police and Fire have

been planning for this event. Mr. Hennecke asked how the draught situation is being addressed for the new developments. Mr. Hoffman stated that the State has handed down specific regulations that are being enforced by the City. Mr Fukasawa stated that staff is in the process of updating the City's water conservation ordinance to comply with the State requirements. Mr. Hoffman continued with his presentation. Staff is recommending approval of the project as conditioned.

Kiser asked if there is a designated area for guests to park. Mr. Hoffman stated that there is room for guests to park on the street which meet the City standards.

Mr. Hoffman responded to the email comment letter from Ms. Hannesson by stating that this is a different type of project.

Hearing Opened to the Public

- Chris Conklin, applicant, came forward to answer questions. Mr. Conklin introduced his team and thanked staff for all of their hard work. He went over a few of the highlights of the project; the landscaped areas will be done to a very high standard, there will be man gates at the main gate as well as at each end of the development, there will be emergency vehicle gates at each end of the development as well, the pocket park is centrally located and will be directly in front of the entrance, there will be a variety of lot sizes, and there are two additional exits at each end of the development.
- Vice Chair Heinitz complimented the past projects done by Grupe and asked if there has been any dialogue with Lowes regarding the noise that can be generated by the loading dock. Mr. Conklin stated that they will be in contact with Lowes to discuss any possible issues.
- Commissioner Olson asked if there is a way to re-time the signal light at the crosswalk between Lowes and Safeway to accommodate the elderly or small children. Mr. Swimley stated that the timing should be set correctly on City lights, but if anyone finds that not to be the case they should notify Public Works staff.
- Commissioner Hennecke asked if there is going to be a walking path or access through the pocket park to reach the shopping center. Mr. Conklin stated that there was quite a bit of discussion regarding putting in a pass through, but in the end it was not thought to be a good idea. Mr. Hoffman added that the shopping center development was not planned with pedestrian access at that location and would require some redesign of the commercial development.
- Robert Lee, Architect for the project, came forward to present the floor plans and architecture plans.
- Chair Kiser asked what type of architecture will be offered for the rear view for the optional patio area. Mr. Lee stated that not all sides have been drawn out yet. He added that the full architectural plans will be submitted at a later date, but the plan is to have the rear architecture match the front. He added that the intent is for all four sides of the dwelling to have architectural interest. Mr. Kiser asked what type of roofing material was going to be used. Mr. Lee stated that they are currently planning on using architectural composition.
- Commissioner Hennecke asked what the price range will look like. Mr. Conklin stated high 300's to mid 400's.
- Chair Kiser asked what type of fencing will be used. Mr. Lee stated that he believes the fences will be wood fences. Mr. Kiser asked about a list of items such as draught resistant landscaping and energy efficient lighting. Mr. Lee stated that they will be installing draught tolerant landscapes, LED lighting fixtures throughout the dwellings and they will all be solar ready. Mr. Kiser asked if solar will be an option for installation at time of original build. Mr. Lee stated that he believes Grupe has that option.

- Commissioner Slater asked what type coating will be used on the stucco. Mr. Lee stated that they are still discussing that detail.
- Chair Kiser asked if the architectural details will be going to SPARC. Mr. Hoffman stated that they will not. The approval of the PD Guidelines is where the approvals stop on the architectural process.
- The Commission had some discussion regarding bringing back the final architectural drawings. The consensus of the Commission was to have the architectural plans brought back for approval.
- Commissioner Slater asked how much room is between the rear of the house and the back property line. Mr. Hoffman stated that it is a minimum of 10 feet. Mr. Slater asked how smart of the homes going to be. Mr. Lee stated that Grupe will probably have a variety of packages offering various smart home items.
- Ray Quanka, Woodbridge resident, came forward to support the project. He expressed is disappointment in all of the dwellings being two-story. He would also like to see the wall along Lower Sacramento Road have some sound proofing qualities.
- Lamar Hedrick, resident, came forward to get some clarification regarding where the project was located. Mr. Hoffman pointed to the location of Mr. Hedrick's property just outside the City limits and then to the project site. Mr. Hedrick was satisfied with the location.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Cummins, Kiser second, finds that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15183, and adopts a Resolution approving the 22 Low-Density Residential Growth Management Allocations; a Subdivision Map for the Vintner Square Subdivision with 57 units; and adopt Development Standards for the subdivision subject to conditions of approval contained in the Blue sheet draft resolution with the added condition that the architectural drawings be brought back to the Commission for approval provided. The motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson, Slater and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners - None

- c) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kiser called for the public hearing to consider the request of the Planning Commission for approval of a Use Permit to allow expansion of a personal fitness training studio within an existing industrial building located at 1205 E. Vine Street. (Applicant: Michael Phelan; File 2015-25 U; CEQA Determination: Categorical Exemption Pursuant to CEQA Guidelines Section 15332 In-Fill Development Projects)

Senior Planner Craig Hoffman gave a brief PowerPoint presentation based on the staff report. Staff is recommending approval of the project as conditioned.

Hearing Opened to the Public

- Michael Phelan, applicant, came forward to answer questions. Mr. Phelan thanked staff for all of the help they have given him during the planning of this project. He gave a brief background of how the business came to fruition and how it has grown over the years. He

also added a few examples of how they and their cross fit community have given back to the citizens of Lodi.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Heinitz, Kiser second, finds that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332, and adopts a Resolution approving a Use Permit to allow expansion of a personal fitness training studio within an existing industrial building located at 1205 E. Vine Street subject to conditions of approval contained in the draft resolution provided. The motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson, Slater and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners - None

4. PLANNING MATTERS/FOLLOW-UP ITEMS

a) Downtown Vision and Direction.

Mr. Hoffman stated that Captain Griffin is in attendance for help decipher the data that was distributed.

Captain Griffin came forward to explain why there is so much data and why it has taken so long to get the information generated. Mr. Griffin stated that he has noticed that there have been a few calls for noise issues for Stooges. Discussion took place regarding the incident that started at the El Dorado and ended up at the corner of Sacramento and Elm Street.

Commissioner Kirsten asked about the happenings at just the Vintage. Captain Griffin stated that they are doing a lot better. The owners have met with Police staff and have implemented many of the suggestions made by staff.

Captain Griffin stated that the Police Department received a grant from ABC and staff will be have a both at the Grape Festival for people to test their blood alcohol level. Police will also be going around to the various downtown bars and offering the same service in an effort to try and educate people in their consumption of alcohol.

Commission Cummins asked if there would be a positive impact if there was a mandatory closure time of midnight. Captain Griffin stated that he believes it would be a positive move.

Commissioner Olson asked if there is a correlation between the age, type of drink, location, cost, etc to the types and number of calls. Captain Griffin stated that there is a correlation between the type of music and the number of calls. The fact that there are so many alcohol establishments within a four block radius could be a factor as well. Ms. Olson asked what types of questions the Commission should be asking the applicants to ensure there are minimal problems. Captain Griffin stated that ensuring that there is training on identifying people that have too much to drink. Ms. Olson asked if it is the younger crowd that is causing the majority of the problems. Captain Griffin stated that the twenty to mid thirty year olds seem to be involved in the most incidents.

Captain Griffin asked what the Commission thought of the information that they received regarding the call outs. The Commission as a whole felt the information was helpful. Commissioner Heinitz stated that the most interesting things happen between midnight and three am according to the surveillance cameras in the plaza between Bank of America and the Lodi Hotel. Mr. Heinitz asked

it ABC should be playing a larger role in ensuring that staff members at the bars are trained to spot people that may be coming from other establishments and have already had enough to drink. Captain Griffin stated that it would be helpful if ABC did some spot checks now and again.

Vice Chair Heinritz stated that he agrees with Commissioner Cummins idea and would like to see all of the alcohol establishments closing at midnight.

Commissioner Hennecke stated that most of the calls look like they are between midnight and 2:00 am, so it sounds like shutting down the bars at midnight is a good idea.

Commissioner Kirsten asked what areas the Commission should be keeping tabs on. Captain Griffin stated Gary's, Stooges, and Vintage. Mr. Hoffman stated that the Rainbow Club has recently changed ownership and they are drawing a little different crowd and causing a bit of trouble.

Commissioner Slater stated that he likes the idea of closing all of the bars at midnight, but unfortunately that will only affects the bars that have Use Permits and that doesn't seem fair. Captain Griffin stated that there are consequences for closing down the bars with Use Permits in that you will now have a larger concentration of people at the bars that can stay open until 2 am.

Commissioner Olson asked about any additional drug activities in and around the various establishments. Captain Griffin stated that he does not have that information handy.

Commission Cummins would like to request that staff research the problems other Cities are having in this area. He would like to find a loophole that would allow the City to control the operating hours of these establishments.

Commissioner Hennecke would like to see a representative from ABC attend a meeting to help guide.

Chair Kiser thanked Captain Griffin for all of the work that was put into the report given.

b) Art In Public Places Development Impact Fee Discussion and Possible Direction.

Mr. Hoffman stated that this is a concern of Commissioner Kirsten's based on a conversation he had with Parks Recreation and Cultural Services Director Jeff Hood. It seems there has been a miscommunication between Mr. Hood and the previous City Manager. There is a portion of the Impact Fees that will go to Art in Public Places (AIPP). There isn't an option to not pay those fees. Mr. Hoffman stated that it is still possible for a developer to come before the AIPP to request that some of the funds be spent on their project.

Commissioner Kirsten asked how often the fees are reviewed. Mr. Hoffman stated that he believes they are reviewed once a year, and will confirm that with Public Works Director Wally Sandlin. Mr. Kirsten asked if the percentage that the AIPP receives has dropped. Mr. Hoffman stated that he does not believe that to be the case. He added that he will do a bit of research to confirm his beliefs. Mr. Kirsten stated that a long term committee member stated that the percentage was lowered and would appreciate any information Mr. Hoffman can supply in this area.

Commissioner Kirsten would like to see the percentage reviewed now that the economy has made a positive turn.

Commissioner Slater left the meeting.

Commissioner Kirsten gave his report for AIPP (see notes under Art In Public Places).

5. ANNOUNCEMENTS AND CORRESPONDENCE

Senior Planner Hoffman stated that the Tentative Looking Ahead Project List has been provided and staff is available to answer any questions.

6. ACTIONS OF THE CITY COUNCIL

None

7. ACTIONS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE

None

8. ART IN PUBLIC PLACES

Commissioner Kirsten gave a brief report and commended Roger Stafford for the work done on the AIPP flyer. There will be a call to artists sent out for the bike rake project out in front of the entrance of the Grape Bowl. Commissioner Hennecke stated his appreciation with the flyer.

9. COMMENTS BY THE PUBLIC (NON-AGENDA ITEMS)

None

10. COMMENTS BY STAFF AND COMMISSIONERS (NON-AGENDA ITEMS)

Chair Kiser would like to discuss the Baker and Giannoni projects and the lack of HOA's. Vice Chair Heinitz stated that an HOA is quite a bit more involved than CC&Rs. Mr. Kiser would like to know the consensus of the Commission on requiring HOA's instead of CC&R's for these types of projects. Mr. Kirsten stated that the Commission may not be able to change the projects that have already been approved, but it sounds like a good discussion for future projects.

11. REORGANIZATION

a. Chair & Vice Chair

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Cummins, Kiser second, approved the nomination of Commissioner Heinitz for the 2015/16 Planning Commission Chair position. There being no other nominations the motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners – Slater

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Heinitz second, approved the nomination of Commissioner Hennecke for the 2015/16 Planning Commission Vice Chair position. There being no other nominations the motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners – Slater

b. SPARC and Art In Public Places Representatives

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Hennecke, Cummins second, approved the nomination of Commissioner Kiser for the 2015/16 Planning Commission representative for

the Site Plan and Architectural Review Committee position. There being no other nominations the motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners – Slater

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Heinitz second, approved the nomination of Commissioner Kirsten for the 2015/16 Planning Commission representative for the Art In Public Places Committee position. There being no other nominations the motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson and Chair Kiser
Noes: Commissioners – None
Absent: Commissioners – Slater

12. ADJOURNMENT

There being no further business to come before the Planning Commission, the meeting was adjourned at 8:45 p.m.

ATTEST:


Kari Chadwick
Planning Commission Secretary

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PLANNING COMMISSION'S
RECOMMENDATION FOR THE 2015 GROWTH
MANAGEMENT ALLOCATIONS FOR
VINTNER SQUARE SUBDIVISION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the 2015 Growth Management Allocation as recommended by the Lodi Planning Commission, as follows:

	<u>Requested 2015 Allocations</u>	<u>Recommended 2015 Allocations</u>
Vintner Square	22 Low-Density	22 Low-Density
Vintner Square	0 Medium-Density	0 Medium-Density
Vintner Square	0 High-Density	0 High-Density
TOTAL	22	22

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



*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 ADOPT RESOLUTION APPROVING THE
PLANNING COMMISSION'S RECOMMENDATION TO AUTHORIZE 22
LOW-DENSITY RESIDENTIAL GROWTH MANAGEMENT ALLOCATIONS
FOR THE VINTNER SQUARE SUBDIVISION

PUBLISH DATE: SATURDAY, SEPTEMBER 19, 2015

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: JENNIFER M. FERRAILOLO, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 17, 2015

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

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Phoned to confirm receipt of all pages at _____ (time) _____ ES _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AUTHORIZE 22 LOW-DENSITY RESIDENTIAL GROWTH MANAGEMENT ALLOCATIONS FOR THE VINTNER SQUARE SUBDIVISION

On Thursday, September 17, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 22 Low-Density Residential Growth Management Allocations for the Vintner Square Subdivision (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 17, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 21, 2015

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 21, 2015**, 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 approving the Planning Commission's recommendation to authorize 22 Low-Density Residential Growth Management Allocations for the Vintner Square Subdivision.**

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.

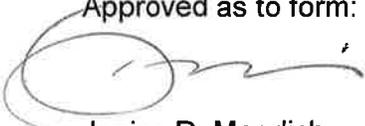
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: **September 16, 2015**

Approved as to form:


Janice D. Magdich
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointment to the Lodi Senior Citizens Commission and Post for Expiring Terms on the Lodi Senior Citizens Commission

MEETING DATE: October 21, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor’s recommended appointment to the Lodi Senior Citizens Commission and post for expiring terms on the Lodi Senior Citizens Commission.

BACKGROUND INFORMATION: On August 5, 2015, the City Council directed the City Clerk to post for a vacancy on the Lodi Senior Citizens Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment.

Further, two terms are expiring on the Lodi Senior Citizens Commission, as detailed below. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

APPOINTMENT:

Lodi Senior Citizens Commission

Julie Whiteley Term to expire December 31, 2016

NOTE: Two applicants (no applications seeking reappointment, one application on file, one new applications); posting ordered 8/5/15; application deadline 9/14/15.

POSTINGS:

Lodi Senior Citizens Commission

Two Expiring Terms Terms to expire December 31, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Provide Direction Regarding Lawrence Park Operations

MEETING DATE: October 21, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Provide direction regarding Lawrence Park operations.

BACKGROUND INFORMATION: Lawrence Park is one of the oldest parks in the City. Its main features are the playground, restrooms, back of the Zupo Field outfield fence and the best shade of any city park. It also is designated as one of our off-leash dog parks.

The park, however, is also the most troubled in the city. Parks Division staff routinely finds hypodermic needles in the restrooms, where drug deals and sexual acts are often consummated. The Parks, Recreation and Cultural Services Department has been asked by neighboring businesses to take whatever steps are necessary to eliminate illegal activity that either occurs in or has a connection to the park.

That has resulted in removal of barbecues, which were used for campfires, and the large number of picnic tables (in two phases), as the Lodi community has no interest in renting the park for family gatherings.

In an effort to make Lawrence Park more attractive to community use, staff proposes expanding on its existing dog park designation and building a park with the features desired by users of our other dog parks, such as fencing separate exercise areas for large and small dogs. There is the potential to partner with the Lodi Police Department, which could move its current K-9 training facility from a narrow space south of Chapman Field to a larger area. Fencing a single rectangular area is estimated to cost approximately \$20,000. Creating large- and small-dog areas would add to that expense. The playground and restrooms would remain in place.

Although the preliminary findings in our Strategic Plan indicate Lodi has more than sufficient space for dog parks, this would not increase space. If anything, it would be attractive high-ground space for those times when the Beckman and Vinewood basins (dog parks) are holding storm water. Additionally, encouraging more dog use at Lawrence Park could allow us to consider re-establishing one of those basin sites for other community recreation needs. Additionally, this is the only dog park east of Ham Lane, while designated dog areas are abundant west of Ham Lane.

On September 1, 2015, the Recreation Commission voted 3-1 to endorse the concept of a developed dog park at Lawrence Park. The City Council is asked to provide its direction at this meeting.

Staff anticipates park development would come in phases as funds permit. This could range from relatively low-cost additions such as furnishings and apparatus for dogs and their owners, to development of a parking lot with mutual benefits to park and nearby business owners.

APPROVED: _____
Stephen Schwabauer, City Manager

Provide Direction Regarding Lawrence Park Operations

October 21, 2015

Page 2

Staff has met with representatives of the park's two largest neighbors to discuss the concept. Management of the American Legion Hall and the Grape Festival Grounds are supportive. At least one other Lockeford Street business has indicated it would provide some level of financial support for this concept, as Lockeford Street serves as one of the major routes to downtown Lodi from Highway 99 and the park currently does not project a positive image for visitors.

FISCAL IMPACT: PRCS staff will seek to fund the project through donations. Staff time and minimal PRCS funding (Fund 43299000, Small Capital Projects) may be needed.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Introduce Ordinance to Include a Procedure in the Zoning Code to Allow a Reasonable Accommodation Request for Persons with Disabilities Seeking Equal Access to Housing Under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the Application of Zoning Laws and Other Land Use Regulations

MEETING DATE: October 21, 2015

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Introduce an ordinance to include a procedure in the Zoning Code to allow a reasonable accommodation request for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of Zoning Laws and other land use regulations.

BACKGROUND INFORMATION: The City of Lodi is currently updating its General Plan Housing Element. This is a document the City Council will review and ultimately approve in the upcoming months. As part of this update, staff is reviewing all State Law updates and changes that affect housing and any modifications to the Zoning Code that are needed.

Staff is requesting a modification to the Zoning Code that provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies and procedures.

A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This Chapter is intended to apply to those persons who are defined as disabled under the Act.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. In 2014, the State updated requirements for transitional and supportive housing. This update requires that transitional and supportive housing be permitted in all zones residential housing is allowed.

The Planning Commission considered this item at the September 23, 2015 meeting and recommended that the City Council amend the Zoning Code to allow a procedure in the Zoning Code to allow a reasonable accommodation request for persons with disabilities seeking equal access to housing under

APPROVED: _____
Stephen Schwabauer, City Manager

the Federal Fair Housing Act and the California Fair Employment and Housing. The resolution is Attachment 1.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

Attachments:

1. Planning Commission Resolution
2. Draft Ordinance

RESOLUTION NO. P.C. 15-19

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI
RECOMMENDING THE CITY COUNCIL AMEND THE ZONING CODE TO ALLOW A
REASONABLE ACCOMMODATION REQUEST FOR PERSONS WITH DISABILITIES.**

- WHEREAS,** the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested determination, in accordance with the California Government Code Section 65402.(a); and
- WHEREAS,** the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and
- WHEREAS,** the Federal Fair Housing Act and the California Fair Employment and Housing Act allows for persons with disabilities seeking equal access to housing a reasonable accommodation procedure to request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing- related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice; and
- WHEREAS,** A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities; and
- WHEREAS,** A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment; and
- WHEREAS,** all legal prerequisites to the adoption of this Resolution have occurred; and

Based upon the evidence in the staff report and project file, the Planning Commission of the City of Lodi makes the following findings:

1. The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an “Enforcement action by regulatory agencies” because it is the “adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective.” No significant environmental impacts are anticipated and no mitigation measures are required.
2. Modifications to the development code would allow a reasonable accommodation procedure to request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing- related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.
3. The modifications to the zoning code will be consistent with State law.
4. Modifications to the development code would be subject to the provisions of other laws or ordinances and will not be detrimental to the health, safety or general welfare of persons residing or working in the City or be detrimental or injurious to the health, safety, peace or general welfare of the City.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi that the following proposed language be recommended for approval and adoption by the City Council and included in the municipal code as follows:

Reasonable Accommodation Ordinance
City of Lodi

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE TITLE 17, ARTICLE
6 "DEVELOPMENT CODE ADMINISTRATION" BY
ADDING CHAPTER 17.67, "REASONABLE
ACCOMMODATION"

=====

WHEREAS, this chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking fair access to housing under the Federal Fair Housing Act, Americans with Disabilities Act, and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies and procedures.

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Title 17, Article 6 – Development Code Administration, is hereby amended by adding Chapter 17.67 – Reasonable Accommodation, and shall read as follows:

Chapter 17.67

REASONABLE ACCOMMODATION

Sections:

- 17.67.010 Applicability.
- 17.67.020 Application Requirements.
- 17.67.030 Review Authority – Director of Community Development.
- 17.67.040 Review Procedure – Director of Community Development Review.
- 17.67.050 Decision and Findings.
- 17.67.060 Appeal of Decision.
- 17.67.070 Procedure of Appeal to City Manager.

- 17.67.010 Applicability.

A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. This Chapter is intended to apply to those persons who are defined as disabled under the Acts or to persons who have a physical or mental impairment that limits or substantially limits one or more major life activities.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability fair access to housing of their choice. Requests for reasonable accommodation shall be made in the manner prescribed by Section 17.67.020 (Application Requirements).

- 17.67.020 Application Requirements.

A. Application. In addition to any other information that is required under Title 17 of this code, requests for reasonable accommodation shall be submitted on an application form provided by the Community Development Department, or in the form of a letter addressed to the Director of Community Development (Director), and shall contain the following information:

1. The applicant's name, address and telephone number;
2. Address of the property for which the request is being made;
3. The current actual use of the property;
4. The basis for the claim that the individual is considered disabled under the Acts;
5. The zoning code provision, regulation or policy from which reasonable accommodation is being requested;
6. A description of why the reasonable accommodation is necessary to make the specific property accessible to the individual; and
7. Such other relevant and permissible information as may be requested by the Director of Community Development or designee.

B. Submission of confidential and protected healthcare information. Any confidential or protected healthcare information provided in support of the application shall be submitted separately under seal in an envelope marked, "Confidential Healthcare Information." Such confidential information shall be exempt from public disclosure.

17.67.30 Review Authority – Director of Community Development.

Requests for reasonable accommodation shall be reviewed by the Director of Community Development, or designee.

17.67.40 Review Procedure - Director of Community Development Review.

The Director of Community Development, or designee, shall make a written determination within 45 calendar days of receipt of an application and either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with Section 17.67.050 (Findings and Decision).

17.67.050 Decision and Findings.

A. Decision. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing, which is the subject of the request, will be used by an individual defined as disabled under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability as defined under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city.

4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.
5. Potential impact on surrounding uses.
6. Physical attributes of the property and structures.
7. Alternative reasonable accommodations which may provide an equivalent level of benefit.

B. Conditions of Approval. In granting a request for reasonable accommodation, the Director may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by Subsection A above.

17.67.060 Appeal of Decision.

A. An appeal of any decision of the Director of Community Development or designee shall be filed in writing with the City Manager within ten (10) calendar days after service of notice of the written decision. Service shall be by regular postal service or personal delivery. The applicant shall set forth in the appeal the reason why the decision is not proper.

B. The City Manager shall direct an appeal to be heard within 15 business days, or as soon as practical, after a notice of appeal is filed with the City Manager as required by this section.

C. If no appeal is filed within the time allowed in subsection A above, the decision of the Director of Community Development or designee shall be considered final.

17.67.070 Procedure of Appeal to City Manager.

A. Appeals to the City Manager:

1. The appeal of any decision of the Community Development Director or designee under this Chapter shall be in writing signed by the appellant, briefly set forth the reasons why such decision is not proper, state an address at which the appellant will receive notices, and filed with the City Manager.
2. The City Manager shall upon receipt of the appeal set the matter for hearing before a hearing officer. The hearing officer shall be an attorney or recognized mediator designated by the City Attorney. The hearing shall be scheduled for not more than 30 calendar days after receipt of the appeal unless a longer time is requested or consented to by the appellant.
3. The appellant (or a representative) shall have the right to present his or her case in person.
4. The hearing officer shall consider the case record as well as any statements offered by interested parties. The hearing will be conducted according to administrative rules relating to evidence and witnesses as set forth in Chapter 1.10 of this code.
5. The hearing officer may grant, grant with modifications, or deny the request for reasonable accommodation that is the subject of the appeal.

B. Any party dissatisfied with the decision of the hearing officer may file an action under the provisions for administrative mandamus (Code of Civil Procedure Section 1094.5) as it now exists or may later be amended.

Dated: September 23, 2015

I certify that Resolution No. 15-19 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on September 23, 2015 by the following vote:

AYES: Commissioners: Cummins, Hennecke, Kiser, Olson, Slater and Chair Heinitz

NOES: Commissioners: None

ABSENT: Commissioners: Kirsten

ATTEST 
Secretary, Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE TITLE 17,
ARTICLE 6 "DEVELOPMENT CODE
ADMINISTRATION" BY ADDING CHAPTER 17.67,
"REASONABLE ACCOMMODATION"

=====

WHEREAS, this chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking fair access to housing under the Federal Fair Housing Act, Americans with Disabilities Act, and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies and procedures.

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Title 17, Article 6 – Development Code Administration, is hereby amended by adding Chapter 17.67 – Reasonable Accommodation, and shall read as follows:

Chapter 17.67

REASONABLE ACCOMMODATION

Sections:

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 - 17.67.040 Review Procedure – Director of Community Development Review.
 - 17.67.050 Decision and Findings.
 - 17.67.060 Appeal of Decision.
 - 17.67.070 Procedure of Appeal to City Manager.
- 17.67.010 Applicability.

A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. This Chapter is intended to apply to those persons who are defined as disabled under the Acts or to persons who have a physical or mental impairment that limits or substantially limits one or more major life activities.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing- related facilities that would eliminate regulatory barriers and provide a person with a disability fair access to housing of their choice. Requests for reasonable accommodation shall be made in the manner prescribed by Section 17.67.020 (Application Requirements).

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A. Application. In addition to any other information that is required under Title 17 of this code, requests for reasonable accommodation shall be submitted on an application

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1. The applicant's name, address and telephone number;
2. Address of the property for which the request is being made;
3. The current actual use of the property;
4. The basis for the claim that the individual is considered disabled under the Acts;
5. The zoning code provision, regulation or policy from which reasonable accommodation is being requested;
6. A description of why the reasonable accommodation is necessary to make the specific property accessible to the individual; and
7. Such other relevant and permissible information as may be requested by the Director of Community Development or designee.

B. Submission of confidential and protected healthcare information. Any confidential or protected healthcare information provided in support of the application shall be submitted separately under seal in an envelope marked, "Confidential Healthcare Information." Such confidential information shall be exempt from public disclosure.

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Requests for reasonable accommodation shall be reviewed by the Director of Community Development, or designee.

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The Director of Community Development, or designee, shall make a written determination within 45 calendar days of receipt of an application and either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with Section 17.67.050 (Decision and Findings).

17.67.050 Decision and Findings.

A. Decision. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing, which is the subject of the request, will be used by an individual defined as disabled under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability as defined under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city.

4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.
5. Potential impact on surrounding uses.
6. Physical attributes of the property and structures.
7. Alternative reasonable accommodations which may provide an equivalent level of benefit.

B. Conditions of Approval. In granting a request for reasonable accommodation, the Director may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by Subsection A above.

17.67.060 Appeal of Decision.

A. An appeal of any decision of the Director of Community Development or designee shall be filed in writing with the City Manager within ten (10) calendar days after service of notice of the written decision. Service shall be by regular postal service or personal delivery. The applicant shall set forth in the appeal the reason why the decision is not proper.

B. The City Manager shall direct an appeal to be heard within 15 business days, or as soon as practical, after a notice of appeal is filed with the City Manager as required by this section.

C. If no appeal is filed within the time allowed in subsection A above, the decision of the Director of Community Development or designee shall be considered final.

17.67.070 Procedure of Appeal to City Manager.

A. Appeals to the City Manager:

1. The appeal of any decision of the Community Development Director or designee under this Chapter shall be in writing signed by the appellant, briefly set forth the reasons why such decision is not proper, state an address at which the appellant will receive notices, and filed with the City Manager.
2. The City Manager shall upon receipt of the appeal set the matter for hearing before a hearing officer. The hearing officer shall be an attorney or recognized mediator designated by the City Attorney. The hearing shall be scheduled for not more than 30 calendar days after receipt of the appeal unless a longer time is requested or consented to by the appellant.
3. The appellant (or a representative) shall have the right to present his or her case in person.
4. The hearing officer shall consider the case record as well as any statements offered by interested parties. The hearing will be conducted according to administrative rules relating to evidence and witnesses as set forth in Chapter 1.10 of this code.

5. The hearing officer may grant, grant with modifications, or deny the request for reasonable accommodation that is the subject of the appeal.

B. Any party dissatisfied with the decision of the hearing officer may file an action under the provisions for administrative mandamus (Code of Civil Procedure Section 1094.5) as it now exists or may later be amended.

Section 2. Environmental Determination. The Council finds that the adoption and implementation of this ordinance are exempt from the provisions of the California Environmental Quality Act in that the Council finds there is no possibility that the implementation of this ordinance may have significant effects on the environment.

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. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of _____, 2015

BOB JOHNSON
Mayor

Attest:

JENNIFER M. FERRAILOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held October 21, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

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

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

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending Section 7 (b) of City Manager's Employment Agreement

MEETING DATE: October 21, 2015

SUBMITTED BY: Mayor

RECOMMENDED ACTION: Adopt Resolution Amending Section 7 (b) of City Manager's Employment Agreement.

BACKGROUND INFORMATION: Section 7 (b) of the City Manager's current employment contract states that the City Manager shall at all times be the highest paid City employee. For purposes of this section, pay is measured as including salary, health benefits and retirement benefits (deferred compensation and PERS). A proposal is before Council to revise this provision of the City Manager's employment contract to state that the City Manager shall at all times be the highest paid City employee in terms of base salary.

It is proposed that the reference to health benefits and retirement benefits be removed from the method of measuring compensation.

FISCAL IMPACT: Removal of the health and retirement components from the calculation of pay in the City Manager's contract for this purpose will allow for competitive salaries in the executive management positions without forcing an increase in the City Manager's pay. There is no salary adjustment as a result of this amendment.

FUNDING AVAILABLE: Not applicable

Bob Johnson
Mayor

APPROVED: _____
Bob Johnson, Mayor

CONTRACT AMENDMENT TO CITY MANAGER
EMPLOYMENT AGREEMENT

THIS CONTRACT AMENDMENT made and effective this ____ day of October, 2015, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and Stephen Schwabauer, hereinafter called "Employee."

WITNESSETH:

1. CONTRACT: City and Employee, entered into a City Manager Employment Agreement on June 4, 2014. City and employee now desire to amend the Agreement.
2. FIRST AMENDMENT: City and Employee now wish to amend Section 7 (b) of the Lodi City Manager's Employment Agreement, to remove the reference to benefits from the method of measuring the City Manager's pay, and shall read as follows:

7. COMPENSATION:

(b) City agrees that Employee shall at all times be the highest paid City employee in terms of base salary. Salaries approved by the City Manager through authority derived from the City Council will not trigger this salary differential provision (i.e., only salaries originated, directly reviewed and approved by the City Council will trigger this provision).

3. TERM AND TERMS: All other terms and conditions, including compensation paid to Employee, will remain as set forth in the City Manager Employment Agreement, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

CITY OF LODI, a municipal corporation

EMPLOYEE:

BOB JOHNSON
Mayor

STEPHEN SCHWABAUER
City Manager

Attest:

JENNIFER M. FERRAILOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO SECTION 7(b) OF THE LODI
CITY MANAGER'S EMPLOYMENT AGREEMENT

=====

WHEREAS, Section 7(b) of the Lodi City Manager's current employment contract states that the City Manager shall at all times be the highest-paid City employee; and

WHEREAS, for purposes of this section, pay is measured as including salary, health benefits and retirement benefits (deferred compensation and PERS); and

WHEREAS, due to the widening gap between the PERS rates for Miscellaneous employees (i.e., City Manager) and Safety employees (i.e., Police and Fire Chiefs), a proposal is before Council to revise this provision; and

WHEREAS, PERS retirement rates for Fiscal Year 2015/16 are 19.994 percent for Miscellaneous employees and 40.870 percent for Safety employees; and

WHEREAS, the proposal presented to the City Council is to remove the reference to PERS retirement benefits from the method of measuring the City Manager's compensation; and

WHEREAS, removal of the PERS retirement component from the calculation of pay in the City Manager's contract for this purpose will allow for competitive salaries in the noted Safety positions without forcing an increase in the City Manager's pay.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve amending Section 7(b) of the Lodi City Manager's Employment Agreement dated June 4, 2014, to remove the reference to PERS retirement benefits from the method of measuring the City Manager's pay.

Dated: October 21, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held October 21, 2015 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ratification of Employment Agreement Entered into Between City Manager Stephen Schwabauer and Chief of Police Tod B. Patterson

MEETING DATE: October 21, 2015

PREPARED BY: City Manager

RECOMMENDED ACTION: Ratification of employment agreement entered into between City Manager Stephen Schwabauer and Chief of Police Tod B. Patterson.

BACKGROUND INFORMATION: Lodi Municipal Code Chapter 2.12.060 vests the City Manager with authority to select subordinate staff. The Chief of Police position became vacant upon the retirement of Chief Mark Helms in June 2015. Since that time Tod B. Patterson has served as Interim Chief.

The City Manager wishes to provide terms and conditions related to employment that extend beyond the Manager's authority and therefore require ratification by the City Council.

The agreement is an "at-will" agreement and contains a base salary of \$169,950 annually, six-month severance payment for termination other than cause, a one-time uniform allowance consistent with police mid-managers, a vehicle for work-related use, 2015 longevity payment (non-reoccurring), cash out of 2015 holiday leave bank (non-reoccurring), and benefits similar to what other City executive managers receive under the City's Executive Management Statement of Benefits. Executive benefits do not normally include longevity pay and holiday cash out and the Chief's contract will not include them going forward. However, Captain Patterson would lose those benefits for the majority of the year that he has already worked without this one-time exception.

FISCAL IMPACT: Ratification of this employment agreement will result in a savings of \$5898.75 in FY 2015/16.

FUNDING AVAILABLE: This position was included in the FY 2015/16 budget at a salary cost of \$175,848.75.

Stephen Schwabauer
City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

EMPLOYMENT AGREEMENT

Executive Management Exempt Service

Police Chief

THIS AGREEMENT entered into on October 21, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and Tod B. Patterson, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Police Chief and City desires to employ the services of Employee as Police Chief; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as Police Chief; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as Police Chief is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. **Employment:** City agrees to employ Employee as Police Chief, in accordance with the following provisions:

(a) Employee shall serve as Police Chief, and shall be responsible for managing and directing the operations of the Lodi Police Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Police Chief, and shall not engage in any other employment except as set forth in this agreement or as may be specifically approved in writing in advance by the City Manager.

2. **Start Date:** Employee shall begin work as Police Chief on October 26, 2015.

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city police administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. **Severance Pay:** If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Police Chief, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event

Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City:

Employee further represents and acknowledges that his employment as Police Chief is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service. Employee is authorized to continue his pursuits as a college instructor as long as that activity does not cause a breach of this Agreement or create a conflict of interest under California law.

7. Salary:

(a) City agrees to pay Employee \$14,162.50 in salary per month for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (employee's share) of his salary towards the California Public Employees Retirement system benefit.

(b) At any time, a minimum of a ten percent (10%) salary differential shall exist between the Police Chief and the Police Department's next highest paid executive or mid-management position, including incentive pay. In addition, the City Manager will have discretion to grant up to an additional three percent (3%) increase in salary after one year, subject to a satisfactory performance evaluation. The Police Chief will receive additional two percent (2%) adjustments in the first pay periods of calendar years 2016 and 2017, respectively, as set forth in Council Resolution 2015-73.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 1998 and as they may be amended, increased or decreased, except as modified herein. Employee will be provided with a one-time uniform allowance of \$950.00 that will not recur in any subsequent renewals of this Agreement. Employee's vacation leave shall be calculated based upon his actual years of service with the City, increasing from there as provided in the Executive Management Statement of Benefits. Moreover, Employee shall retain all sick leave and vacation leave he accrued prior to his start date, October 26, 2015, and is entitled to sick leave conversion based upon his initial date of employment with the City.

(b) The City agrees to provide Employee with the 2015 Longevity payment in the amount of \$3,000, to be paid in November 2015. The Employee will not

be eligible for any additional Longevity payment while employed as the Police Chief. The City also agrees to allow the Employee to cash out his 2015 Holiday Leave bank in January 2016. Holiday Leave accrued by Employee on or after January 1, 2016, will be governed by the Executive Management Statement of Benefits.

(c) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long term disability insurance, life insurance and deferred compensation.

9. Vehicle Use: The City requires that Employee have transportation readily available for his use during his employment with City, and, to the end of assuring that Employee has a vehicle available, Employee shall be assigned an appropriate vehicle equipped with necessary safety equipment and communications devices. Due to his on-call status, Employee shall be allowed use of said vehicle for personal use up to three hours away from the Lodi Police Department if necessary to accommodate a call to duty.

10. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

11. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

12. Authority to Work in the United States: Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

13. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Tod B. Patterson
c/o Lodi Police Department
215 W. Elm Street
Lodi, CA 95240

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. Entire Agreement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
TOD B. PATTERSON

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

By: _____
JENNIFER M. FERRAILOLO
City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney 



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1915 Entitled, “An Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3)”

MEETING DATE: October 21, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1915.

BACKGROUND INFORMATION: Ordinance No. 1915 entitled, “An Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 3)” was introduced at the regular City Council meeting of September 16, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. 1915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY
ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES) (ANNEXATION NO. 3)

=====

WHEREAS, the City Council of the City of Lodi (the "City Council") has established Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to Resolution No. 2007-59 (the "Resolution of Formation"), duly adopted on April 4, 2007, for the purpose of providing for the financing of certain public services in and for the CFD;

WHEREAS, the City Council duly adopted Resolution No. 171 (the "Resolution") on September 16, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on September 16, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. 172 on September 16, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as "Annexation No. 3").

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Lodi:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied for fiscal year 2015-16 at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the City Treasurer during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. 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, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2015

BOB JOHNSON
Mayor

Attest:

JENNIFER M. FERRAILOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1915 was introduced at a regular meeting of the City Council of the City of Lodi held September 16, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1915 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

By: _____
JANICE D. MAGDICH
City Attorney