



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: November 4, 2015

Time: Closed Session 5:30 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) Review of Council Appointees - City Manager, City Attorney, and City Clerk to include compensation evaluation for City Attorney and City Clerk (Gov. Code 54957)

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 Lodi Citizens in Action Presentation (CLK)
- B-2 Runaway Homeless Youth Awareness Month Proclamation (CLK)

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

- C-1 Receive Register of Claims in the Amount of \$3,542,634.12 (FIN)
- C-2 Approve Minutes (CLK)
 - a) October 20, 2015 (Shirtsleeve Session)
 - b) October 21, 2015 (Regular Meeting)
- C-3 Accept Quarterly Report of Purchases between \$10,000 and \$20,000 (CM)
- C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers (EU)
- C-6 Approve Specifications and Authorize Advertisement for Bids to Procure Polemount Transformers (EU)
- Res. C-7 Adopt Resolution Authorizing City Manager to Award Contract for Lodi Lake Park – Boat Launch Facility Improvements to the Lowest Responsive Bidder (Not to Exceed \$900,000) and Appropriating Funds (\$190,000) (PW)
- Res. C-8 Adopt Resolution Awarding Contract for Michael David Winery Force Main Project to Vinciguerra Construction, of Sutter Creek (\$831,600); Authorizing City Manager to Execute Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, for Construction Services (\$25,300); and Appropriating Funds (\$942,590) (PW)

- C-9 Accept Improvements Under Contract for Well 6R Pump Replacement Project (PW)
- C-10 Accept Improvements Under Contract for Henry Glaves Park Pump Station Improvement Project (PW)
- Res. C-11 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Otis Elevator Company, of North Highlands, for Elevator Services and Authorizing Public Works Director to Execute Extension (\$37,500) (PW)
- Res. C-12 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Moore Twining Associates, of Fresno, for Public Works Water/Wastewater Laboratory Services (Not to Exceed \$150,000) (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering and Environmental Services for White Slough Water Pollution Control Facility (\$66,725) and Appropriating Funds (\$100,000) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for Geographical Information System Consulting Services (\$40,650) (PW)
- Res. C-15 Adopt Resolution Appropriating \$10,000 for Parks, Recreation, and Cultural Services Copier Purchase (PRCS)
- Res. C-16 Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2014/15 (PW)
- Res. C-17 Adopt Resolution Approving City of Lodi Post-Construction Stormwater Development Standards Manual (PW)
- C-18 Set Public Hearing for December 16, 2015, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2016 (CD)

H. Communications – None

I. Regular Calendar

- Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Title 13 – Public Services – by Repealing (Introduce) and Re-Enacting Chapter 13.04, "Service Generally," and Chapter 13.08, "Water Service," in Their Entirety (PW)

J. Ordinances

Ord. J-1 Ordinance No. 1916 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal
(Adopt) Code Title 17, Article 6 – Development Code Administration – by Adding Chapter 17.67,
'Reasonable Accommodation'" (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.



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Lodi Citizens in Action Presentation

MEETING DATE: November 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Lodi Citizens in Action will present a check to the Lodi Police Department and Lodi Police Foundation.

BACKGROUND INFORMATION: LaRee Raider from the Lodi Citizens in Action will present a check to the Lodi Police Department and Lodi Police Foundation in celebration of the success of the recent Lodi Law Enforcement Appreciation Event held at Lodi Lake. Lodi Police Foundation Board Member Tracy Williams and Police Chief Tod Patterson 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



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Runaway Homeless Youth Awareness Month Proclamation

MEETING DATE: November 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson will present a proclamation proclaiming the month of November 2015 as “Runaway Homeless Youth Awareness Month” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor will present a proclamation proclaiming the month of November 2015 as “Runaway Homeless Youth 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



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through October 15, 2015 in the total amount of \$3,542,634.12

MEETING DATE: November 4, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,542,634.12.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,542,634.12 through 10/15/15. Also attached is Payroll in the amount of \$4,028,573.48.

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

10/2/2015 through 10/15/2015

Fund	Amount
100 - General Fund	1,662,658.22
120 - Library Fund	13,419.15
140 - Expendable Trust	39,636.72
200 - Parks Rec & Cultural Services	75,332.82
214 - LPD-OTS Grants	1,935.36
270 - Comm Dev Special Rev Fund	34,245.28
301 - Gas Tax-2105 2106 2107	19,400.47
303 - Measure K Funds	4,477.38
306 - RTIF County/COG	2,356.02
314 - IMF-Regional Transportation	7,068.03
350 - H U D	12,470.07
403 - Vehicle Replacement Fund - PD	47,118.80
431 - Capital Outlay/General Fund	789,398.91
432 - Parks & Rec Capital	18,939.74
434 - Arts in Public Places-IMF	600.00
437 - IMF Parks & Rec Facilities	13,251.25
490 - Bond Interest & Redemption	2,310.00
500 - Electric Utility Fund	59,760.29
501 - Utility Outlay Reserve Fund	1,179.06
504 - Public Benefits Fund	169,676.37
506 - Solar Surcharge Fund	280,962.75
508 - Environmental Compliance	21,760.00
530 - Waste Water Utility Fund	58,419.63
531 - Waste Wtr Util-Capital Outlay	27,776.19
560 - Water Utility Fund	51,110.54
561 - Water Utility-Capital Outlay	56,434.51
565 - PCE/TCE Rate Abatement Fund	9,365.70
593 - Northern Plume	1,750.00
600 - Dial-a-Ride/Transportation	12,640.07
650 - Internal Service/Equip Maint	15,703.34
655 - Employee Benefits	23,003.59
660 - General Liabilities	4,080.66
665 - Worker's Comp Insurance	4,251.10
801 - L&L Dist Z1-Almond Estates	142.10
Total	3,542,634.12

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 9/13/2015

Fund	Description	Amount
100	General Fund	1,521,166.10
120	Library Fund	42,391.32
200	Parks Rec & Cultural Services	236,177.62
214	LPD-OTS Grants	31,499.40
270	Comm Dev Special Rev Fund	43,155.88
301	Gas Tax-2105 2106 2107	59,478.64
500	Electric Utility Fund	340,600.88
530	Waste Water Utility Fund	243,864.54
560	Water Utility Fund	44,257.88
600	Dial-a-Ride/Transportation	16,524.98
650	Internal Service/Equip Maint	29,846.48
655	Employee Benefits	10,823.20
Report Total		2,619,786.92

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 9/27/2015

Fund	Description	Amount
100	General Fund	864,904.11
120	Library Fund	21,786.15
200	Parks Rec & Cultural Services	116,867.64
214	LPD-OTS Grants	198.95
219	LPD-ABC Grant	1,381.75
270	Comm Dev Special Rev Fund	22,292.79
301	Gas Tax-2105 2106 2107	31,274.86
500	Electric Utility Fund	181,664.14
530	Waste Water Utility Fund	125,270.93
560	Water Utility Fund	20,091.26
600	Dial-a-Ride/Transportation	8,262.50
650	Internal Service/Equip Maint	14,791.48
Report Total		1,408,786.56



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) October 20, 2015 (Shirtsleeve Session)
b) October 21, 2015 (Regular Meeting)

MEETING DATE: November 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) October 20, 2015 (Shirtsleeve Session)
b) October 21, 2015 (Regular Meeting)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A and B, 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, OCTOBER 20, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 20, 2015, commencing at 7:00 a.m.

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

Absent: Mayor Pro Tempore Chandler

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

NOTE: Council Member Kuehne arrived at 7:02 a.m.

NOTE: Council Member Nakanishi left at 8:10 a.m.

B. Topic(s)

B-1 Fourth Quarter Fiscal Year 2014/15 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the fiscal year 2014/15 fourth quarter electric utility update. Specific topics of discussion included electric utility fund cash flow summary, reserve policy, cash balances, power sales, energy cost adjustment (ECA) revenue, operating results, power supply costs, bad debt write off, load coverage, and activities.

Mayor Johnson questioned if the \$13 million in the operating reserve was closing in on the target of \$17 million, to which Ms. Kirkley responded that, if the Utility maintains its current plan and based on the financial forecast, it will reach the target over time.

In response to Council Member Mounce, Ms. Kirkley confirmed that the Northern California Power Agency (NCPA) operating reserve is \$1.3 million over the target amount; however, she stated some of the funding is targeted for other purposes. Council Member Mounce stated that the overage amount should go into the City's operating reserve and that she is uncomfortable with NCPA holding more of Lodi's money than it should. Ms. Kirkley pointed out that the City receives interest on those funds, and Deputy City Manager Jordan Ayers likened it to an investment account because NCPA generates greater interest than the City would receive at a banking institution.

In response to Mayor Johnson, Ms. Kirkley confirmed that \$3.5 million was transferred in the current budget from the public benefit fund into the operating account, which will be included in the next quarterly update, leaving \$1 million in the public benefit fund.

In response to Council Member Mounce, Mr. Ayers confirmed that \$1.2 million was collected in penalty revenue associated with late utility bills. He pointed out that those charges apply to the total bill and are not given to a specific utility.

In response to Council Member Mounce, Ms. Kirkley confirmed that the energy audit program is available to all utility customers, regardless if they are renters or homeowners.

In response to Mayor Johnson, City Manager Schwabauer stated that costs associated with emergency assistance provided by the City to NCPA is reimbursed to the City, similar to the Fire Department's mutual aid agreement.

In response to Council Member Mounce, Ms. Kirkley stated that the collected meter data is used in engineering studies to review feeders and transformers on the system to determine if they are overloaded, underloaded, or need replacement.

In response to Mayor Johnson, Ms. Kirkley stated that staff is not experiencing any recruitment difficulties for the current openings, adding that many of the applicants are internal.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the fiscal year 2014/15 fourth quarter water and wastewater utility update. Specific topics of discussion included cash flow summary, operating results, cash balances, and cash flow summary for wastewater; operating results and cash balances for water; bad debt write off; and water/wastewater utility activities.

In response to Mayor Johnson, Mr. Schwabauer stated that a majority of the Central Valley cities received letters from the State stating they did not meet the water conservation targets, and he believed that, as long as the State meets its overall goal, it is likely there will be no consequences imposed. Mayor Johnson questioned how Lodi can put a positive spin on conservation when the local press is reporting that cities like Lodi and Ripon are not meeting the goals. Mr. Sandelin responded that staff has increased its enforcement efforts and issuance of fines and published a press release on the matter. Staff will also bring an item to Council next month to restructure the fee schedule for water waste offenders. Mr. Sandelin stated that Council can also consider moving to a higher water emergency stage by decreasing watering days from two times to one time per week; however, he recommended maintaining the current level and continuing to assess the results.

In response to Council Member Mounce, Mr. Sandelin explained that the category of "other" includes costs associated with Public Works assisting other departments with projects or private citizens with repairs, which is charged back to the Department.

Council Member Kuehne questioned the increase in the Public Works budget from fiscal year 2012/13 to 2015/16, and staff replied that it would look into the matter and report back to Council.

Council Member Mounce pointed out that the bad debt write off for the three utilities appears to total \$240,000, yet the City collected \$1.2 million in finance and late charges. She believed the City should not make money from the penalties and suggested they should be softened. Mr. Ayers stated that the total bad debt for fiscal year 2014/15 was \$321,000, which also includes bad debt associated with other services including refuse, and that the \$1.2 million in late fees is for late payments and has no correlation to bad debt write off. The revenue stream for late fees was not intended to cover bad debt. Council Member Mounce expressed her opposition to putting the revenue from late fees into the general fund, rather than back into the utility, and reiterated that the penalties should be reduced and the billing cycle timeline be revisited. Mr. Ayers stated that the concept of current late charges and billing timeline will come before Council at a Shirtsleeve Session in the next few weeks.

In response to Council Member Nakanishi, Mr. Ayers stated he would provide Council with information on how many businesses are assessed late penalties.

Council Member Kuehne requested that, when Council-approved projects are completed, a photograph of the final product be provided to Council. Mr. Schwabauer replied in the affirmative, stating that completed construction projects routinely go before Council for acceptance and he will ensure a photograph is attached to the staff report.

B-2 Receive Follow Up Information on the Sustainable Groundwater Management Act (PW)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding Sustainable Groundwater Management Act (SGMA). Specific topics of discussion included SGMA follow up from previous meeting, basin identification and boundaries, SGMA timeline, Groundwater Sustainability Agency (GSA) formation, options for GSA formations, GSA formation

process, GSA estimated cost, general Groundwater Sustainability Plan (GSP) scope, and GSP estimated cost. Mr. Swimley informed Council that Woodbridge Irrigation District (WID) Board is holding a meeting at 10 a.m. today with its members and farmers in the district to discuss the matter and which direction the District should move.

Mayor Johnson expressed concern that those behind this effort seem unsure of the end result and suggested the City wait until the ultimate foundation is settled, particularly if the final target continues to evolve and change.

Council Member Kuehne stated he believed the preferable option is to form a joint powers agreement with the entire area, over an independent GSA, because there is strength in numbers and it would cover the entire San Joaquin basin. Mr. Swimley responded that Lodi has put forth a tremendous effort to achieve sustainability in its jurisdiction by investing \$15 million and the City should do all it can to protect that investment. An independent GSA would provide Lodi with autonomy; however, he stated it is unclear if Lodi can ultimately form its own agency because of overlapping districts. Mr. Schwabauer added that Lodi has 5,000 to 6,000 acre feet of surplus water that is sustainable and if Lodi were to join an agency with 10 to 15 other entities that are not sustainable, they could out vote Lodi and take the water to make others sustainable. Lodi forming its own GSA would force other agencies to be sustainable on their own without taking Lodi's water from the basin.

Council Member Mounce stated she believed Lodi must fiercely protect its water because other agencies may not work in partnership once water become a precious commodity. She stated that she does not want a group with no accountability to this community to make decisions for Lodi, particularly since GSAs have a significant amount of power, including assessment of fees and the ability to acquire property. Mr. Schwabauer added that GSAs can also force cities to shut down their pumps, which is a tremendous power to give to another agency.

In response to Mayor Johnson, Mr. Swimley stated that North San Joaquin Water Conservation District (NSJWCD) has taken a position to wait and see what happens with other entities, especially since Stockton East formed a GSA which will force overlapping agencies to make a move. He stated he believed WID would be a positive partner for Lodi, but it is unclear at the moment what the WID membership will do. Mr. Schwabauer stated that he believed NSJWCD will likely not oppose Lodi forming an independent GSA, but WID may be a tougher player, although the overlapping land is minimal.

Council Member Nakanishi stated he believed the cost to form an independent GSA will be significantly higher than staff's estimate and that, although he initially believed participation in a Centralized GSA would be more beneficial, an independent GSA would give Lodi the power to operate under its own terms. Council Member Nakanishi reported that a working group is being formalized to explore the possibility of a Centralized GSA and he asked for Council consensus to add Lodi to the list of participants, adding that WID and Stockton already joined. He stated this would not constitute a formal statement, but it would provide valuable information and allow discussion toward a decision on whether to join a larger group or be independent. Mr. Schwabauer reminded Council that it cannot provide such direction at a Shirtsleeve Session.

Council Member Nakanishi stated he believed this State law forces cities to spend a significant amount of money without receiving any additional needed water and that doing this alone is more costly than having a Centralized GSA.

Council Member Mounce stated the sole accomplishment of this law is the power to control water by imposing taxes, regulating water, and allowing for eminent domain and she does not want Lodi to give up that authority.

In response to Mayor Johnson, Council Member Nakanishi stated he would consent to the course that Lodi form an independent GSA, which seems to be the recommendation of staff and Council Member Mounce, but asked that he be permitted to join the County's study group to explore the possibility of a Centralized GSA. Council Member Mounce stated she was not opposed to joining the study group so long as it does not commit Lodi to anything other than a discussion on the

matter. Council Member Kuehne stated he would prefer that Lodi partner with as many worthy partners as it can, such as WID. Council Member Mounce stated that Lodi may ultimately be forced to bring on additional partners, but throughout the process, Lodi must ensure it has the majority vote among the entities in the group. Mayor Johnson stated his preference is to form an independent GSA and that, if the City is forced to increase the size of the GSA, it be limited to the immediate neighbors only, i.e. WID and NSJWCD.

Myrna Wetzel stated that she attended a meeting with Assemblymember Cooper regarding the twin tunnels project and he reported that Northern California is against the tunnels, while Southern California is in favor of the project and they have the greater number of votes.

C. Comments by Public on Non-Agenda Items

Council Member Mounce referenced an e-mail that Council received regarding the City's tree policy and the number of trees being cut down on Church Street. She requested staff research the policy and provide the information to Council and the citizen who questioned the matter.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:12 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, OCTOBER 21, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of October 21, 2015, was called to order by Mayor Johnson at 6:15 p.m.

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

Absent: None

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

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

At 6:15 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:46 p.m.

C-4 Return to Open Session / Disclosure of Action

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

In regard to Item C-2(a), Deputy City Manager Jordan Ayers reported that the portion relating to Council Appointees was discussion only with no reportable action.

In regard to Item C-2(b), City Attorney Magdich reported that the item was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of October 21, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 National Friends of the Library Week Proclamation (LIB)

Mayor Johnson presented a proclamation to Frank Kooger with the Library Board of Trustees and Susan Hye with Friends of the Lodi Library proclaiming October 18-24, 2015, as National Friends of the Library Week in Lodi.

B-2 Leadership Lodi Certificates of Appreciation (LIB)

In recognition of their hard work and fundraising efforts for the Lodi Public Library Children's Area Redesign project, Mayor Johnson presented certificates of appreciation to the following 2015 Leadership Lodi class participants: Carmen Bais, Sierra Brucia, Srey Kho, Carlene Miller, Lynsay Nuss, Paula O'Keefe, Pam Schneider, Jonell Steckman, Jennifer Winn, and Jen Young. The group raised \$53,000 through donations and sponsors, which is the most raised by a single class in the Leadership Lodi program's 25-year history.

NOTE: The following class members were unable to attend - April Berg, Becky Clinkenbeard, Daniel Kramer, Mickie Nuss, Courtney Sandison, and Andrew Stroud.

B-3 Domestic Violence Awareness Month Proclamation (CLK)

Mayor Johnson presented a proclamation to Melissa Amos, Youth Shelter Manager with the Women's Center of San Joaquin Youth and Family Services, and Lita Wallach, Board of Directors President, proclaiming the month of October 2015 as Domestic Violence Awareness Month in Lodi. Ms. Amos announced that the 2nd Annual Night of Remembrance Vigil will take place on October 22, 2015, in recognition of Domestic Violence Awareness Month.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$10,573,099.60 (FIN)

Claims were approved in the amount of \$10,573,099.60.

C-2 Approve Minutes (CLK)

The minutes of September 15, 2015 (Shirtsleeve Session), September 16, 2015 (Regular Meeting), September 22, 2015 (Shirtsleeve Session), September 22, 2015 (Special Meeting), September 29, 2015 (Shirtsleeve Session), September 29, 2015 (Special Meeting), October 6, 2015 (Shirtsleeve Session), October 7, 2015 (Regular Meeting), and October 13, 2015 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Well Abandonment Project (PW)

Approved the plans and specifications and authorized advertisement for bids for the Water Well Abandonment Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Animal Shelter Interior Improvements (PW)

Approved the plans and specifications and authorized advertisement for bids for the Animal Shelter Interior Improvements Project.

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Utility Services Transit Bus Wash Project (PW)

Approved the plans and specifications and authorized advertisement for bids for the Municipal Utility Services Transit Bus Wash Project.

C-6 Approve Specifications and Authorize Advertisement for Bids to Procure 35 MVA 60/12 kV Power Transformer (EU)

Approved the specifications and authorized advertisement for bids to procure 35 MVA 60/12 kV power transformer.

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)

Adopted Resolution No. 2015-179 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 City Municipal Utilities Services fuel island, and authorizing the Public Works Director to execute an extension, in the amount of \$30,000.

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)

Adopted Resolution No. 2015-180 authorizing the City Manager to execute a Professional Services Agreement with Marine Science Institute, of Redwood City, for Lower Mokelumne River Watershed Education Legacy Project field trips, and authorizing the Public Works Director to execute extensions, in the amount of \$30,000.

C-9 Adopt Resolution Authorizing City Manager to Execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126 (PW)

Adopted Resolution No. 2015-181 authorizing the City Manager to execute California Department of Transportation Harney Lane Overhead Agreement No. 75GS6126.

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)

Adopted Resolution No. 2015-182 approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi Corporation Integrated Library System and approving the cost-sharing fee for Fiscal Year 2015/16, in the amount of \$25,476.

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)

Adopted Resolution No. 2015-183 authorizing the City Manager to execute an agreement and approving proposed expenditure program for Lodi's share of the 2015 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$19,784.

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)

Adopted Resolution No. 2015-184 designating the 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.

C-13 Rescind Resolution No. 2014-181 and Approve Resolution Authorizing Issuance of Procurement Cards to Specified Positions (CM)

Rescinded Resolution No. 2014-181 and approved Resolution No. 2015-185 authorizing the issuance of procurement cards to specified positions.

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

Received update on the emergency condition at the Grape Bowl.

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)

Set a 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.

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.

April Morse commented on the two meetings with the City Manager regarding Electric Utility rates and concerns, stating that the answers provided from staff were unclear and confusing. She questioned why Lodi's utility rates were significantly higher than other communities; why Lodi compared itself to El Dorado Hills and Beverly Hills when Lodi's median income is significantly lower than both cities; why Lodi compared itself to PG&E after staff cautioned against doing so; and why the City cannot accommodate requests to change a bill due date. Ms. Morse thanked staff for taking the time to answer questions and help citizens understand this issue, but she requested that a formal hearing before Council be scheduled to discuss the rates and concerns brought up by citizens and to arrive at a solution.

Mayor Johnson stated that staff will get back to her with a response.

Kip Gies expressed support for Ms. Morse's suggestion to hold a formal hearing on this matter.

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

Council Member Mounce provided the following reports on the meetings she attended: 1) guest speaker at a recent meeting of the Mark Club, at which she addressed the challenges facing the City Council; 2) meeting of the FaceBook group, Citizens Against the City of Lodi's Electric Utility Rates & Charges, at which there was a low turn-out, but she expressed hope that the next meeting would generate a larger crowd and vowed that she will continue to elicit answers from the City; 3) guest speaker at today's meeting of the Lodi Republican Women; and 4) the League of California Cities Annual Conference in San Jose, at which she was sworn in as the League's 1st Vice President of the Executive Board, adding that her Presidency next year will be the first for

Lodi since 1952. Council Member Mounce requested the City Manager respond to a recent e-mail from a citizen who was concerned about the removal of trees near St. Anne's Church. Ms. Mounce explained that trees marked with a blue "X" are slated for trimming, while those with a white "X" are to be removed, and she encouraged the public to call the City if they have questions. Council Member Mounce commented on the recent legislation regarding marijuana, stating the City has a short timeline to create a local ordinance on medical use of marijuana and it is likely the next election will result in legislation on recreational marijuana. City Attorney Magdich responded Lodi currently has regulations in place on marijuana dispensaries and cultivation, but staff will come back to Council with an item relating to mobile dispensaries. Council Member Mounce thanked the FaceBook group for bringing forth their concerns and making Council aware of the issues. She stated some of the issues are currently being addressed, such as the recently-approved energy audit and the upcoming meeting regarding rate restructuring, and she asked the group to have patience while the City works to address its other concerns relating to finance charges and the billing cycle. Council Member Mounce suggested a five- to seven-member citizens commission be created to advise Council on issues and solutions relating to Electric Utility and requested the matter be brought back to Council for a vote. She stated she believed April Morse and Susan Rabusin would be ideal members as they were instrumental in bringing this issue to the forefront.

Council Member Kuehne concurred with Council Member Mounce's suggestion of a citizens advisory group.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Unmet Transit Needs in Lodi (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 consider unmet transit needs in Lodi.

Transportation Manager Paula Fernandez provided a presentation regarding unmet transit needs in Lodi. Specific topics of discussion included the requirement for San Joaquin Council of Governments (SJCOG) to conduct an annual assessment of the transit system prior to allocation of Local Transportation Funds, the public hearing process throughout the County, and receipt of comments. Ms. Fernandez stated that this public hearing notice was posted on buses, at the transit station, and at City Hall, as well as on the website, and free rides to the hearing were offered. She requested that Council conduct the public hearing to receive testimony on unmet transit needs and introduced the representatives in attendance from SJCOG, MV Transportation, and the City.

In response to Council Member Kuehne, Ms. Fernandez stated there is a requirement for the transit operator to meet a certain number of passengers on the bus per hour and that effort is made to create routes that will ensure several customers on a bus at a time. She stated the City has not researched other options, such as Uber or Lift, because the goal is to encourage the public to utilize the fixed-route system. In further response, Ms. Fernandez stated she received no comments this year on unmet needs, but she shared the request for service to the Moose Lodge in Acampo as an example of a past comment.

In response to Council Member Nakanishi, Ms. Fernandez explained the \$3 million transit operation is not funded by the general fund, stating its sources of funding come from the Federal Transportation Act fund, Local Transportation Fund, and revenue from fares and its solar system. She stated additional funding will soon come from bus advertisements.

Council Member Mounce stated she has received comments regarding the need for a bus stop at the Sikh Temple on Armstrong Road and Harney Lane, which is in the jurisdiction of the Regional

Transportation District. Ms. Fernandez stated the attending SJCOG representative can receive that unmet transit need comment for the record.

Mayor Johnson opened the public hearing for public comment.

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

Council Member Mounce complimented staff for providing a great service and for taking care of the concerns expressed by the Weavers, who are typically vocal about the transit system.

In response to Council Member Kuehne, Ms. Fernandez stated the bus advertisements will be displayed very soon, which will generate additional revenue.

There was no action necessary on this item.

G-2 Public Hearing to Consider Adopting Resolution Approving Planning Commission's Recommendation to Authorize 22 Low-Density Residential Growth Management Allocations for Vintner Square Subdivision (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 a resolution approving the Planning Commission's recommendation to authorize 22 low-density residential growth management allocations for the Vintner Square Subdivision.

Senior Planner Craig Hoffman provided a PowerPoint presentation regarding growth management allocations for the Vintner Square Subdivision. Specific topics of discussion included request for 22 low-density residential units, vicinity map, subdivision map, planned development guidelines, growth allocation, environmental review, and recommendation.

Council Member Mounce stated the public should understand that Lodi has a 2 percent growth rate, but unused allocations are banked and could be applied to future developments. Mr. Hoffman explained that, since 1991, Lodi has historically grown lower than 1 percent; in 2012, Council expired a number of growth allocations; in 2013/14, the growth rate was well below the average in spite of the number of large developments that year; and 2015 is still below by almost 5,000 units. In further response, Mr. Hoffman stated there is no set policy on the expiration of available allocations, but staff will return to Council in 2016 to expire additional units because 5,000 units is more than Lodi needs in excess. Mr. Schwabauer added the Housing Element requires a policy to encourage affordable housing and expiring allocations must be done carefully so as to ensure no impact on the affordable housing policy.

In response to Council Member Nakanishi, Mr. Hoffman stated he would provide the growth rate data for Stockton and the other cities in San Joaquin County.

In response to Council Member Kuehne, Mr. Hoffman stated the developer has three different house plans, each with multiple elevations, and confirmed the developer was previously granted 35 growth allocations in 2004, which remain unused and will be added to the 22 units in this request for a total of 57 units spread over 9 acres.

Mayor Johnson opened the public hearing for public comment.

Chris Conklin, Vice President of the Grupe Company and project applicant, reported Grupe and Geweke are working together on this project and requested Council approve the recommended growth management allocations.

In response to Mayor Pro Tempore Chandler, Mr. Conklin estimated land development would begin in early 2016 and house construction would occur in mid-2016, with the homes placed on the market in late 2016 or early 2017. He stated the homes would range from 2,000 to 2,500 square feet and that the lots are smaller, ranging from 4,000 square feet to 8,000 square feet for lots in the cul-de-sac. With regard to pricing, he stated it would depend on the market at the time,

but he estimated the homes would be sold in the \$300,000 to \$400,000 range. Mr. Conklin stated these homes are smaller than many of the homes in recent developments and will be priced lower so as not to compete with them.

In response to Council Member Nakanishi, Mr. Conklin stated he was unsure how homes in the other developments are doing, but he believed they were selling.

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

Mayor Pro Tempore Chandler made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-186 approving the Planning Commission's recommendation to authorize 22 low-density Residential Growth Management Allocations for the Vintner Square Subdivision.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

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

Council Member Mounce made a motion, second by Council Member Kuehne, to make the following appointment and direct the City Clerk to post for the following vacancies.

APPOINTMENT:

Lodi Senior Citizens Commission

Julie Whiteley, term to expire December 31, 2016

POSTINGS:

Lodi Senior Citizens Commission

Two Expiring Terms, terms to expire December 31, 2015

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Provide Direction Regarding Lawrence Park Operations (PRCS)

Parks, Recreation, and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding Lawrence Park operations. Specific topics of discussion included Lawrence Park history, park pros and cons, drug use and crime at the park, goal for the park, potential dog park project, and Council input.

In response to Mayor Pro Tempore Chandler, Mr. Hood stated fencing to separate the large and small dog areas would likely cost \$22,000 and potential funding sources could include contributions from Police Department related organizations, the Grape Festival, businesses along Lockeford Street, the American Legion, and grants.

Council Member Kuehne stated he was vacillating on this issue because he would like to see the park be a safe, family-friendly park, but, at the same time, he does not want this effort to result in pushing the homeless to other locations. In addition, Mr. Kuehne stated he believed the Homeless Solutions Committee (HSC) should be provided an opportunity to implement its short- and long-term goals, which may rectify the problem at Lawrence Park, before moving forward with a dog park. Council Member Kuehne stated that, of the three parks on the east side of town -- Lawrence, Hale, and Blakely -- two of the parks are well utilized and he does not wish to see Lawrence Park closed off to children. He suggested effort be made to make it a multi-use park that would also include a playground and gathering area, adding that a diagram would be helpful for Council to visualize the proposed concept. Mr. Hood responded the proposal is to retain the restrooms and playground and that the dog park would encompass two-thirds of the park, which would include an area for Police canine training purposes. He added the purpose is to make Lawrence Park attractive to and safe for children and families, but to also make it a destination for others.

Council Member Mounce stated she would like to see Lawrence Park have multiple uses with an assortment of people utilizing it, similar to Hale Park, and this proposal from staff and the Recreation Commission works toward that goal by creating a mixed-use park and adding a Police presence. She expressed support for the concept.

Council Member Nakanishi expressed support for turning Lawrence Park into a facility that families can enjoy and children can walk by safely, stating he was pleased to see that the playground would remain. He further stated the issue of homelessness is a regional matter that should be addressed countywide.

Mr. Hood stated that staff's main focus is the crime at Lawrence Park and safety of the maintenance workers who encounter syringes and drugs on a daily basis, as well as the safety of children who walk to and from school past the restrooms where much of the illegal activities take place.

Mayor Johnson agreed there is a problem at Lawrence Park, but he believed this was not the correct solution and that the public was not demanding another dog park in town, especially at Lawrence Park. Other attempts at correcting the situation at the park, such as removing the picnic tables and barbecues, have only moved the homeless further into the park. Mayor Johnson stated that he rarely sees the canine training area utilized and suggested an unused space near the Armory might be ideal for training purposes. He stated he would like Lawrence Park to be reclaimed so the community can utilize it safely, children can walk to school without witnessing illegal activity, and the benches can ultimately be returned.

Kip Gies stated he resides near Lawrence and Hale Parks and pointed out that, even though both parks have transient problems, the situation for Lawrence Park differs from Hale Park because it is surrounded by the Grape Festival, Armory, and abandoned railroad tracks, whereas, Hale Park is surrounded by homes. He believed the location of Lawrence Park is incompatible with the surroundings and suggested liquidating the park and commissioning it for a different purpose, such as additional land for the Grape Festival or American Legion.

Interim Police Chief Tod Patterson stated the number one complaint he hears from east side residents is about Lawrence Park and the increased enforcement efforts by the Police Department have not eliminated the problem. The benches at the park were dilapidated to the point of causing injuries, and maintenance workers deal with unsanitary and dangerous conditions on a daily basis. Chief Patterson stated he supports any effort to rectify the situation and the dog park appears to be a positive solution because it expands the dog park area, while still encouraging a park atmosphere. Chief Patterson stated Mark Armstrong with the Lodi Grape Festival supports the proposal and has indicated that groups are often interested in hosting dog shows, which could be accommodated at that location. Ideally, a security system and lighting would benefit the area, and Chief Patterson expressed hope that organizations, such as the Lodi Police Foundation, could rally behind this endeavor with fundraising assistance.

Council Member Mounce stated she supports the recommendation of staff, the Recreation

Commission, and the Police Chief of transforming Lawrence Park into a multiuse facility and she felt confident the families surrounding the area would return once the park was safe.

Council Member Kuehne believed the proposal was an inappropriate use for the park, stating the City's consultant made it clear that additional dog parks were unnecessary and unwanted. He suggested staff further review the community survey and develop a new proposal that would serve the needs addressed by the public. Mr. Hood pointed out that Lawrence Park is an existing, designated dog park, to which Council Member Kuehne responded that it is unused in that capacity. Council Member Kuehne reported the HSC is currently working on one of its long-term solutions of creating a day center for the homeless, which he believed would greatly reduce the number of homeless who frequent the park, and he believed the Committee should be given the opportunity to try.

Mayor Pro Tempore Chandler agreed the Committee should be given time to implement its goals, but because it could be a lengthy process, he concurred with the idea of turning Lawrence Park into a mixed-use facility in the interim.

Council Member Mounce questioned if the American Legion has considered purchasing a portion of the park for off-street parking, to which Mr. Hood responded that it has; however, this is a deed-restricted location and any parking lot project would need to be a joint effort.

Mayor Johnson stated he would support an alternative concept after staff reviews the consultant's data from the study and survey that would better address the community's needs and suggested staff return to Council with an improved concept.

Council Member Kuehne stated he has heard from the community about the lack of pickleball and handball courts, as well as horseshoe pits, adding he would be more inclined to support a proposal that better addressed the community's needs.

No Council action was taken on this matter.

I-2 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 in the Application of Zoning Laws and Other Land Use Regulations (CD)

Senior Planner Craig Hoffman provided a presentation regarding the Zoning Code amendment to allow a reasonable accommodation request for persons with disabilities seeking equal access to housing. Specific topics of discussion included update of the Housing Element, proposed modification to Zoning Code to provide a procedure for reasonable accommodations for those with disabilities to the Federal Fair Housing Act, and examples of modifications or exceptions to the rules, standards, or practices relating to housing or housing-related facilities. Mr. Hoffman reported this recommendation was unanimously approved by the Planning Commission and following Council approval, the amendment would be added to the Zoning Code in order to submit the Housing Element to Council for final approval.

Council Member Mounce made a motion, second by Council Member Kuehne, to introduce Ordinance No. 1916 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 in the application of Zoning laws and other land use regulations.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-3 Adopt Resolution Amending Section 7(b) of City Manager's Employment Agreement

City Manager Schwabauer left the dais at 8:37 p.m. and returned after the conclusion of Item I-3.

Deputy City Manager Jordan Ayers reported this request is to amend the provision in the City Manager's contract that the City Manager will be the highest-paid City employee based on salary and benefits to instead being the highest-paid City employee by base salary only. Mr. Ayers stated that there is no change in the City Manager's salary as a result of this proposal.

Council Member Kuehne made a motion, second by Council Member Mounce, to adopt Resolution No. 2015-187 amending Section 7(b) of the City Manager's Employment Agreement.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-4 Ratification of Employment Agreement Entered into Between City Manager Stephen Schwabauer and Chief of Police Tod B. Patterson (CM)

City Manager Schwabauer provided a report on the employment agreement with Chief of Police Tod Patterson. Specific topics of discussion included salary of \$169,950; six-month severance payment for termination without cause; one-time uniform allowance consistent with other Police Department mid-managers; vehicle for work-related usage; one-time benefits of longevity pay and cash-out of Holiday Leave due to the fact that Interim Chief Patterson worked for the majority of the year under his current Memorandum of Understanding and has earned these benefits; and the same benefits under the Executive Management Statement of Benefits. Mr. Schwabauer expressed his utmost respect for Interim Chief Patterson, stating he is community oriented with a high customer service approach when carrying out his duties and functions and he was honored to recommend him as City of Lodi's Chief of Police.

The City Council concurred with the recommendation and expressed its wholehearted support for Chief Patterson.

Police Lieutenant Chris Jacobson, President of the Lodi Police Mid-Managers Association, expressed the Department's support for Interim Chief Patterson, stating that he is caring and trusting of his Department and feels confident that Lodi will benefit from his leadership.

Interim Chief Patterson thanked everyone for their kind comments and Council for its support. He stated customer service is extremely important to him and he will strive to ensure transparency for the citizens of Lodi. He plans to bring forward ideas, such as body cameras and improvements to policies, that will make the Lodi Police Department a greater force. Interim Chief Patterson assured the public that security and safety of Lodi and its citizens is of utmost importance to the Department. He stated he was honored and humbled to be a part of such a great Department and recognized former Chiefs Larry Hansen and David Main for their guidance and support.

Council Member Mounce made a motion, second by Council Member Kuehne, to ratify the Employment Agreement entered into between City Manager Stephen Schwabauer and Chief of Police Tod B. Patterson.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

J-1 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)" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print 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)" which was introduced at a regular meeting of the Lodi City Council held September 16, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:51 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000
MEETING DATE: November 4, 2015
PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: During the third calendar quarter of 2015, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through F.

Exh.	Date	Contractor	Project	Award Amt.
A	07/08/2015	Lowe's	White Slough Kitchen Cabinet Replacement	\$17,783.86
B	07/09/2015	Aqua Aerobics	#3 Filter Sock Replacement	\$19,699.84
C	07/15/2015	Muniquip	Replace Recirculating Pump – Digester #1	\$19,061.64
D	09/16/2015	Sanborn Chevrolet	Detective Vehicle Purchase	\$19,779.40
E	09/28/2015	All-Phase Electric	Salas Park Sports Lighting System Electrical Cabinet and Switch Gear	\$19,980.00
F	09/28/2015	836 Technologies	CINT Commander II Hostage Negotiations Technology	\$11,878.92

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Varies by project. All purchases were budgeted in the 2015-2016 Financial Plan

Jordan Ayers
Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Kitchen Cabinet Replacement
DEPARTMENT: Public Works - White Slough
CONTRACTOR: Lowe's
AWARD AMOUNT: \$17,783.86
DATE OF RECOMMENDATION: 07-08-15

BIDS OR PROPOSALS RECEIVED:
Lowe's \$17,783.86

"NO BID" or NO RESPONSE RECEIVED:
The Home Depot
Belco Cabinets (did not quote as specified)

BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase is for replacement kitchen cabinets in the lunch room/break room at White Slough Water Pollution Control Facility. The current cabinets have been here since the treatment facility was built in 1967. This lunch room/break room is used by 18-20 staff members, 7 days per week, 16 hours per day. They are damaged with 48 years of regular use.

FUNDING: 53053003.72534

Prepared by: Karen D. Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: #3 Filter Sock Replacement
DEPARTMENT: Public Works
CONTRACTOR: Aqua Aerobics
AWARD AMOUNT: \$19,699.84
DATE OF RECOMMENDATION: 7/9/2015

BIDS OR PROPOSALS RECEIVED:
Aqua Aerobics System Inc. \$19,699.84

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
This is a sole source item. Sole Source letter attached.

FUNDING: 53053003.72531

Prepared by: Ken Capitanich

Title: Chief Plant Operator

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Recirculating Pump-Digester #1
DEPARTMENT: Public Works
CONTRACTOR: Muniquip
AWARD AMOUNT: \$19,061.64
DATE OF RECOMMENDATION: July 15, 2015

BIDS OR PROPOSALS RECEIVED:
sole source letter attached

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

As part of routine preventive maintenance practices, the recirculating pump - #1 (RP-D1) needs to be replaced, the digester must be recirculated to maintain an homogenous mix as well as maintain continuous heating.

FUNDING: 53053003.72359

Prepared by: Karen D Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Detectives Vehicle Purchase
DEPARTMENT: Police Department
CONTRACTOR Sanborn Chevrolet
AWARD AMOUNT: \$19,779.40
DATE OF RECOMMENDATION: 09/16/15

BIDS OR PROPOSALS RECEIVED:

Sanborn	\$19,779.40
Premier Chrysler	\$20,518.92
Steve's Chevrolet	\$21,594.60

"NO BID" or NO RESPONSE RECEIVED:**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Staff reviewed three comparable vehicles and found the 2015 Chevrolet Malibu from Sanborn Chevrolet to be the best overall value. Vehicle has been inspected by MSC and no issues were found. After a thorough review of the Exception to Bid Procedure, the department believes it is in the City's best interest to purchase a pre-owned 2015 Chevrolet Malibu from Sanborn Chevrolet. This vehicle will replace vehicle #05-092.

FUNDING: 40399100.77040

Prepared by: Paula O'Keefe

Title: Management Analyst

Reviewed by: David Griffin for Chief Patterson

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Lodi- Salas Park Sports Lighting Mods
DEPARTMENT: Parks, Recreation, and Cultural Services
CONTRACTOR All-Phase Electric Supply
AWARD AMOUNT: \$19980.00
DATE OF RECOMMENDATION: September 28, 2015

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply	\$19,980.00
Platt Electric of Stockton	\$22,666.46
Willie Electric Supply	\$24,124.31

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The existing Salas Park sports lighting system electrical cabinet and switch gear must be replaced/upgraded prior to a planned pole and fixture swap out project.

FUNDING: 43299000.77020

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: CINT Commander II
DEPARTMENT: Police
CONTRACTOR 836 Technologies
AWARD AMOUNT: \$11,878.92
DATE OF RECOMMENDATION: 092815

BIDS OR PROPOSALS RECEIVED:
836 Technologies \$11,878.92

"NO BID" or NO RESPONSE RECEIVED:
NA- Sole Source

BACKGROUND INFORMATION & BASIS FOR AWARD:

836 Technologies is the sole source for the CINT Commander II. This technology allows hostage negotiators to talk with suspects as well as departmental staff. The software allows to be a pretext phone call device as well.

FUNDING: 10032000.72306

Prepared by: J.Howell _____

Title: Sr. Admin Clerk _____

Reviewed by: _____

Purchase Order No.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: November 4, 2015

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 has been amended to no longer mandate this report on investments to the legislative body of the local agency. Nevertheless, it is encouraged, and the report is attached for City Council review.

The total of all invested funds as of the quarter ending September 30, 2015 is \$88,382,123.99.
The average annualized return on all invested funds over the quarter is 0.71%.

The total earnings on all invested funds for FY 2015-16 are \$180,566.73.
The average annualized return on all invested funds for FY 2015-16 is 0.71%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

September 30 , 2015 Investment Statement

Investment:	Earnings for Qtr Ending 09/30/15:	Ending Balance:
Local Agency Investment Funds*		
36.2% of portfolio	0.33% interest earnings	31,967,371.80
	Subtotal LAIF	31,967,371.80
CalTRUST Investment Trust of California		
49.5% of portfolio		
Short-Term Account	0.52% interest earnings	12,114,972.41
Medium-Term Account	1.32% interest earnings	31,672,000.21
	Subtotal CalTRUST	43,786,972.62
Certificates of Deposit		
0.9% of portfolio		
Bank of Ag. & Comm (matures 3/8/16)	0.25% interest earnings	250,000.00
Central Valley Comm (matures 6/18/16)	0.20% interest earnings	250,000.00
F&M Bank (matures 11/03/15)	0.70% interest earnings	250,000.00
	Subtotal CDs	750,000.00
Passbook/Checking Accounts		
13.4% of portfolio		
Farmers & Merchants **	demand acct	2,077,084.52
Farmers & Merchants - Money Market	0.35% interest earnings	5,547,199.15
Farmers & Merchants - Payroll	demand acct	982,733.11
Farmers & Merchants - CP Money Market	0.35% interest earnings	3,270,762.79
	Subtotal P/C Accts	11,877,779.57
	TOTAL	88,382,123.99



 Susan Bjork
 Supervising Budget Analyst



 Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if the transaction is initiated before 10:00 a.m.

** This account carries a compensating balance required to obtain an earnings credit to offset service charges.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers

MEETING DATE: November 4, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure padmount transformers.

BACKGROUND INFORMATION: Development and maintenance activities have consumed a significant number of padmount transformers. Therefore, this procurement is needed to maintain appropriate inventory levels.

Staff is recommending the purchase of transformers as listed in the table below.

Transformer Type	Part Number	Recommended Purchase Quantity
25 kVA 240/120	131.0025	4
37.5 kVA 240/120	131.0037	1
50 kVA 240/120	131.0050	7
75 kVA 240/120	131.0075	5
167 kVA 240/120	131.0167	1
75 kVA 208/120	132.0075	1
150 kVA 208/120	132.0150	1
300 kVA 208/120	132.0300	2
500 kVA 208/120	132.0500	4
1,000 kVA 208/120	132.1000	1
75 kVA 480/277	133.0075	1
1,500 kVA 480/277	133.1500	3

The specifications are on file at the Electric Utility, 1331 South Ham Lane. The planned bid opening date is November 19, 2015.

FISCAL IMPACT: The total cost of the transformers is estimated to be \$150,000.

FUNDING AVAILABLE: Included in FY2015/16 Account No. 500.13496.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer
EAK/JM/HS/lst

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure Polemount Transformers

MEETING DATE: November 4, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure polemount transformers.

BACKGROUND INFORMATION: Development and maintenance activities have consumed a significant number of pole mount transformers. Therefore, this procurement is needed to maintain appropriate inventory levels.

Staff is recommending the purchase of transformers as listed in the table below.

Transformer Type	Part Number	Recommended Purchase Quantity
15 kVA 120/240 volt	130.0015	5
25 kVA 120/240 volt	130.0025	5
50 kVA 120/240 volt	130.0050	5
25 kVA 240/480 volt	130.2025	5
167 kVA 277 volt	130.3167	1
50 kVA 277/480 volt	130.4050	2

The specifications are on file at the Electric Utility, 1331 South Ham Lane. The planned bid opening date is November 19, 2015.

FISCAL IMPACT: The total cost of the transformers is estimated to be \$35,000.

FUNDING AVAILABLE: Included in FY2015/16 Account No. 500.13496.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer

EAK/JM/HS/lst

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Award Contract for Lodi Lake Park – Boat Launch Facility Improvements, to the Lowest Responsive Bidder, (Not to Exceed \$900,000) and Appropriating Funds (\$190,000)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to award contract for Lodi Lake Park – Boat Launch Facility Improvements, to the lowest responsive bidder, in an amount not to exceed \$900,000, and appropriating funds in the amount of \$190,000.

BACKGROUND INFORMATION: In 2014, the City was awarded a grant from the California Division of Boating and Waterways (DBW), in the amount of \$710,000, for improvements to the boat ramp at Lodi Lake. The grant agreement calls for the project to be completed by March 1, 2016 (an extension is pending).

The Public Works and Parks, Recreation, and Cultural Services departments (Departments) have worked together to expedite the project, however, external delays have significantly impacted the design and permitting schedule. Bids are currently scheduled to be received by the City on November 12, 2015. The construction of the ramp and the dock must be completed during the month of February when the lake is empty. If the 2016 February construction window is missed, the project would be postponed for a year, and would be at risk of losing the grant funds.

Under normal circumstances, there are a number of procedural and contractual steps that must take place between the time bids are received, and issuance of the Notice to Proceed. These steps include obtaining DBW approval to award, sending contract documents to the contractor, receiving all required signed documents back from contractor (contract, insurance, bonds, etc.), holding a pre-construction meeting, and allowing the contractor time to schedule and mobilize their crew.

By authorizing the City Manager to award the construction contract, the Notice to Proceed could be issued approximately three weeks earlier, allowing the project to easily start by February 1, 2016.

As mentioned above, this project is being partially funded by a DBW grant. After the grant award, it became necessary to slightly expand the project scope in order to reconstruct the entire north parking lot, as well as adding some other minor items that are not covered by the grant (i.e. landscape and irrigation modifications). See Exhibit A for the grant funding boundary.

The grant requires the City to budget and/or appropriate funds in excess of the grant amount for the cost of work outside of the original grant scope of work. The additional \$190,000 appropriation request covers the additional costs reflected above along with a 10-percent contingency.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The new boat ramp and dock will decrease the on-going maintenance costs of the facility.

FUNDING AVAILABLE: Capital Fund – Boating & Waterways Grant (20599000) \$710,000
Requesting Appropriation:
Parks Capital Unreserved (432.32205) \$190,000

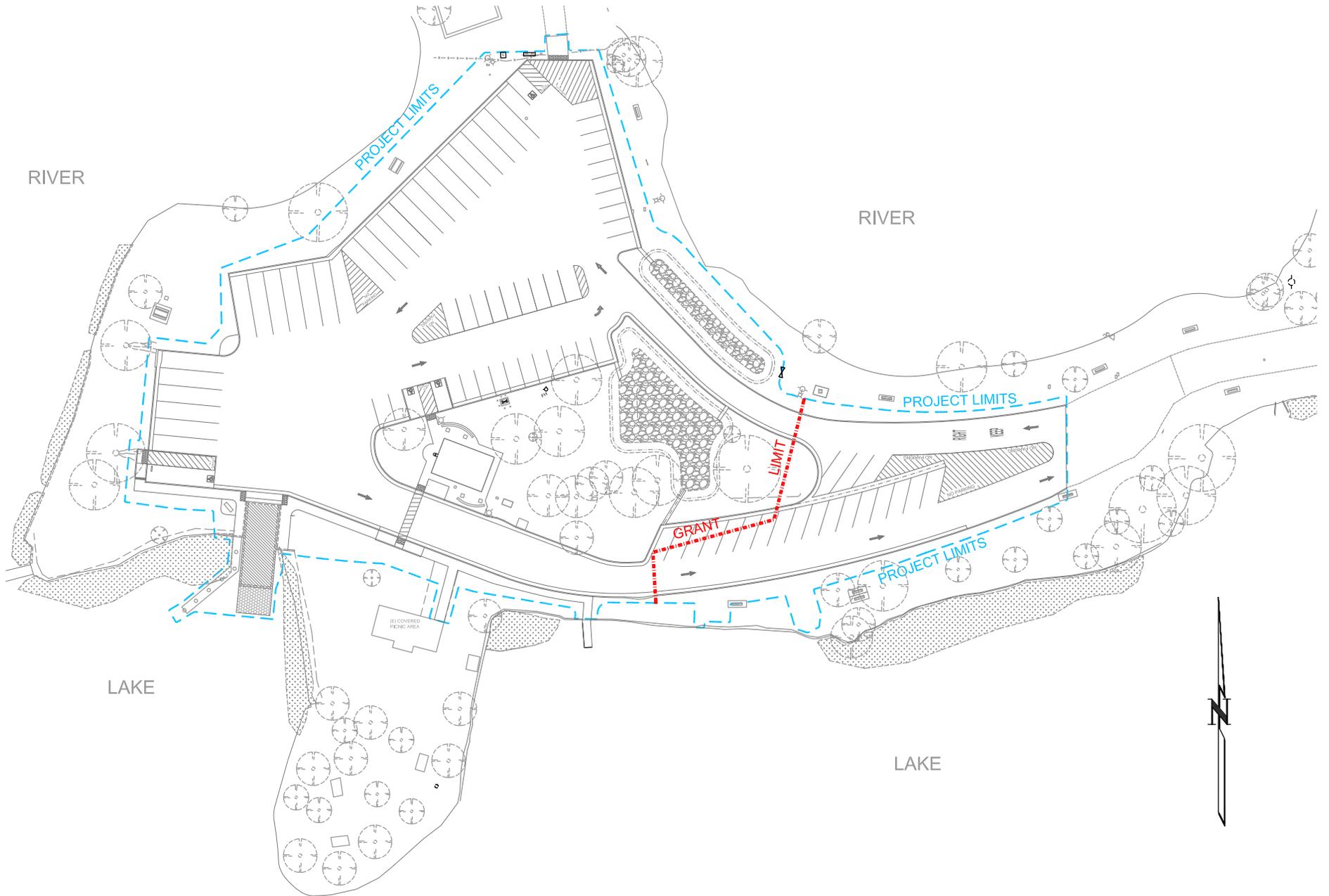
Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/tb
Attachment
cc: Deputy Public Works Director / City Engineer
Parks, Recreation & Cultural Services Director

EXHIBIT A



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 10/19/2015
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	432		32205	Fund Balance	\$ 190,000.00
B. USE OF FINANCING	432	43299000	77020	Parks Capital Projects	\$ 190,000.00

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

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

Contract for Lodi Lake Park boat launch facility project.

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

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

Department Head Signature: Alway Sandoz [Signature]

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR THE LODI LAKE PARK – BOAT RAMP
FACILITIES IMPROVEMENTS TO THE LOWEST RESPONSIVE
BIDDER AND FURTHER APPROPRIATING FUNDS

WHEREAS, in 2014, the City was awarded a grant from the California Division of Boating and Waterways, in the amount of \$710,000, for improvements to the boat ramp at Lodi Lake; and

WHEREAS, bids are currently scheduled to be received by the City on November 12, 2015; and

WHEREAS, the construction of the ramp and dock must be completed during the month of February when Lodi Lake is empty; and

WHEREAS, if the February 2016 construction window is missed, the project would be postponed for a year, and the City would run the risk of losing the grant funds; and

WHEREAS, by authorizing the City Manager to award the construction contract, the Notice to Proceed could be issued approximately three weeks earlier, allowing the project to easily start by February 1, 2016; and

WHEREAS, the grant agreement calls for the project to be completed by March 1, 2016; and

WHEREAS, staff recommends that the City Council authorize the City Manager to award the contract for the Lodi Lake Park – Boat Launch Facility Improvements to the lowest responsive bidder, in an amount not to exceed \$900,000, and appropriate funds in the amount of \$190,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract for the Lodi Lake Park – Boat Launch Facility Improvements to the lowest responsive bidder, in an amount not to exceed \$900,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$190,000 be appropriated for the project.

Dated: November 4, 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 November 4, 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 Awarding Contract for Michael David Winery Force Main Project to Vinciguerra Construction, of Sutter Creek, (\$831,600) and Authorizing City Manager to Execute Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, for Construction Services (\$25,300), and Appropriate Funds (\$942,590)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Michael David Winery Force Main Project to Vinciguerra Construction, of Sutter Creek, in the amount of \$831,600, and authorizing City Manager to execute Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, for construction services, in the amount of \$25,300, and appropriate funds in the amount of \$942,590.

BACKGROUND INFORMATION: This project consists of trenching and installing approximately two miles of eight-inch force main and other incidental and related work, all as shown on the plans and specifications for the project. The alignment of the force main is presented in Exhibit A.

On November 19, 2014, Council authorized the City Manager to execute a Winery Waste Water Pipeline Agreement (Agreement) with the Michael David Winery (Winery). The Agreement authorizes the discharge of up to 10 million gallons of winery wastewater to the White Slough Water Pollution Control Facility by connecting to the City's industrial waste outfall pipeline and, thereby, eliminating up to 1,500 truck trips per year.

The Agreement requires the Winery to pay all costs associated with the planning, designing, environmental review, construction, and operation and maintenance of the proposed pipeline, including a surcharge of 150 percent for service outside the City limits in accordance with Lodi Municipal Code Section 13.12.150.

The work will be performed under an encroachment permit from San Joaquin County Public Works Department.

Plans and specifications for this project were approved on August 5, 2015. The City received the following seven bids for this project on September 30, 2015.

APPROVED: _____
Stephen Schwabauer, City Manager

Bidder	Location	Bid
Engineer's Estimate		\$ 1,215,627.00
Vinciguerra Construction	Sutter Creek	\$ 831,600.00
Preston Pipeline	Milpitas	\$ 945,100.00
Knife River Construction	Stockton	\$ 954,580.00
McGuire and Hester	Oakland	\$ 979,400.00
Mozingo Construction	Oakdale	\$ 1,151,000.00
T&S Construction	Sacramento	\$ 1,274,740.00
RJ Gordon Construction	Pleasant Hill	\$ 1,700,875.00

Since all costs are to be paid by the Winery, staff has presented the bid results to the Winery for their approval prior to this Council action. The Winery agrees to award the contract to the lowest responsive bidder. The contractor has acknowledged the local hire and apprenticeship ordinance for the subject project.

Kjeldsen, Sinnock & Neudeck, Inc. (KSN) is the consultant engineer for the design of the force main project. Staff recommends executing a one-year Professional Services Agreement with KSN for construction services (construction staking, resetting survey monuments, submittal review, etc.) during the construction phase of the project. The cost of the service will also be reimbursed by the Winery per the Agreement.

FISCAL IMPACT: All associated maintenance cost of the pipeline and structures will be reimbursed by Michael David Winery per the Agreement.

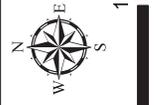
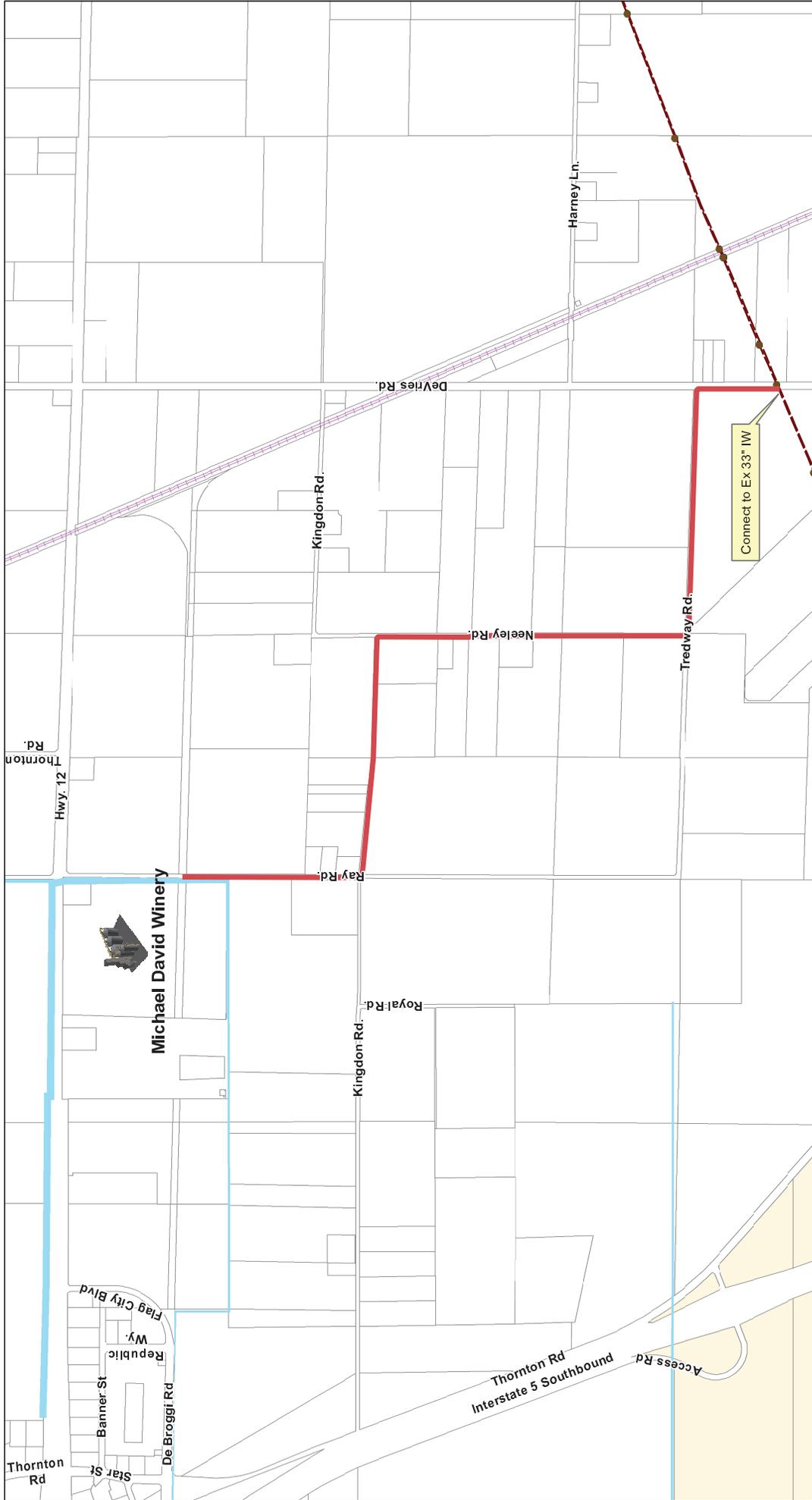
FUNDING AVAILABLE: Wastewater Capital (53199000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/tb
Attachment
cc: City Engineer – Swimley
Utility Superintendent
Senior Civil Engineer
Michael David Winery
KSN Inc.
Vinciguerra Construction

EXHIBIT A



CITY OF LODI Winery Wastewater Pipeline Project

- Legend**
- Proposed Wastewater Force Main
 - Ex Wastewater Pipe

Path: K:\DESIGN\Projects\Michael David Winery\Base_Map.mxd

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

Notice Inviting Bids	The 2010 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to trench and install 11,200 linear feet of 8-inch winery washwater force main, and other incidental and related work, all as shown on the plans and specifications for "Michael David Winery Washwater Force Main".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization and Demobilization	LS		\$19,000	\$19,000
2.	Traffic Control	LS		\$28,500	\$28,500
3.	Clearing & Grubbing	LS		\$3,600	\$3,600
4.	Erosion Control	LS		\$5,000	\$5,000
5.	Replace Striping & Legends	LS		\$10,000	\$10,000
6.	Restore Rural Driveway	EA	9	\$1,000	\$9,000
7.	Survey Monument Box	EA	3	\$200	\$600
8.	Remove/Relocate Existing Sign	EA	6	\$150	\$900

9.	Relocate Existing Mailbox	EA	8	\$100	\$800
10.	Asphalt Concrete Overlay	TON	210	\$100	\$21,000
11.	Shoulder Backing	TON	40	\$35	\$1,400
12.	8" Force Main Pipe	LF	11,200	\$50	\$560,000
13.	12" Ductile Iron Sanitary Sewer Pipe	LF	30	\$100	\$3,000
14.	Utility Casing (12" Corrugated Polyethylene Type S)	LF	56	\$50	\$2,800
15.	1-inch Air/Vacuum Valve Assembly and Vault	EA	3	\$20,000	\$60,000
16.	Cleanout Assembly and Structure	EA	17	\$2,500	\$42,500
17.	Blowoff Assembly and 60" Manhole	EA	3	\$17,500	\$52,500
18.	48-inch Wastewater Manhole	EA	1	\$5,000	\$5,000
19.	48-inch Wastewater Manhole, Connection to Industrial Line	EA	1	\$6,000	\$6,000
				TOTAL	\$831,600

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **60 WORKING DAYS**.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project 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.

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

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

CONTRACTOR: CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____ Date: _____

Title Attest:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney 

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 KJELDSEN, SINNOCK & NEUDECK, 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 construction phase surveying and design services (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 15, 2015 and terminates upon the completion of the Scope of Services or on November 14, 2016, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, 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: Lyman Chang

To CONTRACTOR: Kjeldsen, Sinnock & Neudeck, Inc.
711 North Pershing Avenue
Stockton, CA 95203
Attn: Neal T. Colwell

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. FERRAIOLA
City Clerk

STEPHEN SCHWABAUER
City Manager

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

KJELDTSEN, SINNOCK & NEUDECK, INC.

By: _____



By: _____

Name: NEAL T. COLWELL

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: 53199000.77020 PWWW-0035 Const.Ext
(Business Unit & Account No.)**

Doc ID:K:WP\PROJECTS\PSA's\2015\KSN PSA

CA:Rev.01.2015

City of Lodi
Winery Washwater Pipeline
Construction Phase Design and Construction Staking Services
Kjeldsen, Sinnock & Neudeck, Inc. (KSN)
Scope of Services

July 29, 2015

Task No. 1.0: Surveying and Mapping

Task No. 1 consists of surveying and mapping services to support the City of Lodi during construction of the proposed washwater force main in County Right-of-Way along the proposed alignment.

1.1 Construction Staking

KSN will provide construction staking services related to the construction surveying of the new City of Lodi Winery Washwater Pipeline, including survey task project management, contract administration, plan calculations, and attending meetings. The construction period for the project is estimated at 60 working days.

Construction Staking Scope of Services

1. Project Management and General Services
 - a) KSN will provide project management for survey tasks, attend a preconstruction meeting, and attend a total of 1 additional meeting with the construction management team.
2. Survey Control
 - a) KSN will verify existing survey control for the project and establish supplemental survey control on the project site as needed to perform construction staking services.
3. Construction Staking Services
 - a) *Plan Calculations:* Review approved civil engineering plans and calculate construction staking points for survey field crews.
 - b) *Setting of Stakes in the Field:* KSN will use the final approved civil engineering plans to provide one set of offset stakes to the washwater pipeline structures, pipeline angle points and at intermediate intervals no less than 250 feet for the washwater piping as shown on the final approved civil engineering plans. Stakes will be annotated with the horizontal offset to the pipe alignment.
 - c) *Cut Sheet Preparation:* KSN will provide cut sheets containing the point number, northing, easting, elevation, and cut/fill for each point set during construction staking.

Stake Maximums:

KSN's fee estimate for these construction staking services is based on a maximum stake total of 120 stakes with a maximum of two site visits. Any stakes requested by the contractor above the maximum total or above the maximum number of site visits will be an extra charge based on KSN's 2015 prevailing wage rate schedule and will be assessed on a time-and-materials basis. The stake maximums shown include line stakes and offset stakes.

Task Understandings:

- Scheduling of field surveys may be delayed due to conditions beyond the control of KSN such as weather, site conditions or design Intent clarifications (RFI's).
- Client will provide access to the subject parcel and/or parcels and will obtain permission to enter neighboring parcels if necessary.
- Project site will be cleared of vegetation, material stock piles, heavy equipment, vehicles, and other obstructions preventing "line-of-sight" needed for construction staking operations.
- Construction stakes will be set based on the final approved civil engineering plans. KSN survey crews will not provide stakes for any improvements shown on drawings or plans provided to the KSN survey crews in the field. Dimensions and elevations on the civil engineering plan sheets will take precedent over dimensions and elevations shown on the plan sheets of other disciplines such as architectural, mechanical, structural, landscaping, etc...
- It is the contractor's responsibility to communicate to his subcontractors the agreed upon staking scope of work.
- Contractor shall submit a written request for each stage of staking listed above, a minimum of 2 working days prior to the date that the contractor requires the staking to be completed at the site. At the commencement of the project, contractor shall provide KSN with a project schedule showing the dates that each stage of staking is anticipated to be required.
- Contractor shall immediately notify KSN of any discrepancies between the construction stakes set and the project plans.

Task Exclusions:

- Staking of improvements not shown on the final approved civil engineering plans provided to KSN at the outset of the project.
- As-built surveys and surveys for quantity calculations.
- Traffic Control.
- Resetting lost monuments, setting new monuments, or marking property corners pursuant to Section 8771 (b) of the Land Surveyors Act.
- Staking or marking boundary lines or minimum setback to boundaries lines.
- Replacement or restaking of lost or damaged offset stakes.

1.2 Monument Preservation

KSN will prepare pre-construction Corner Records, reset monumentation, and prepare post-construction Corner Records for a maximum of three (3) monuments.

Pre-Construction Corner Record Scope of Services:

KSN will prepare a maximum of three (3) pre-construction Corner Records in compliance with Section 8771(b) of the California Professional Land Surveyors Act. The monuments located as part of the corner record preparation will be tied into the project's horizontal control system. A description of each monument and its condition will be prepared by KSN Survey Field Crews. KSN will submit and process the Corner Record(s) through the San Joaquin County Surveyors Office. The Corner Record(s) will serve as the reference document for the preparation of post-construction Corner Records subsequent to completion of the project construction.

Post-Construction Corner Record Scope of Services:

KSN will reset monumentation destroyed/disturbed during the construction of the City of Lodi Winery Washwater Pipeline Project and prepare a maximum of three (3) post-construction Corner Records in compliance with Section 8771(b) of the California Professional Land Surveyors Act. A description of each monument and its condition will be prepared by KSN Survey Field Crews. KSN will submit and process the Corner Record(s) through the San Joaquin County Surveyors Office. The Corner Record(s) will serve as the reference document for the monument(s) in the future. All monuments to be set/checked will be based on the pre-construction corner record(s) filed prior to the beginning of construction.

Scope of Services Understandings:

- Additional pre/post corner records can be prepared for a time and materials not-to-exceed fee of \$2,900 per monument.
- The client will provide KSN with access to the monuments for which corner records need to be prepared and will provide entry permits from property owners if necessary.
- Scheduling will depend on the weather and other site conditions.
- Pursuant to chapter 8762 of the Land Surveyors Act, if the field survey discloses a material discrepancy or evidence which differs from existing maps of record, a new record of survey must be filed with the county surveyor.
- Pursuant to chapter 8771 of the Land Surveyors Act, should any record monumentation be destroyed during construction, the statute requires that the contractor reset the destroyed monuments. It will be necessary to locate the position and condition of all existing boundary monuments prior to construction, so that if monuments are destroyed during the course of construction of the project, they can be properly reset. If a monument is destroyed/disturbed and a pre-construction corner record is not filed, a record of survey will be necessary to reset the monumentation at an extra charge based on KSN's 2015 prevailing wage rate schedule and will be assessed on a time-and-materials basis.

Task Exclusions:

- Services not described above.
- Preparation, submittal, and processing of applications or permits.
- Meetings or coordination with third parties, including but not limited to government offices, agents, attorneys, consultants, contractors or landowners.
- Federal, state, county, city, local district or other agency fees, if required, for permits, applications, submittals or duplication costs.

Task No. 2.0: Construction Period Design Support

During construction of the force main, KSN will provide construction period engineering support services. These services are necessary to provide input to the Contractor during construction to address such items as: differing site conditions, conflicting or not located utilities, changes proposed by the Contractor, or clarification at a greater detail than provided in the improvement plans. Under this task KSN will provide the following construction period design support services:

- Attendance at a pre-construction meeting for the City of Lodi force main project;
- Review of contractor submittals;
- Review and response to contractor Requests for Information;
- Preparation of clarification exhibits and correspondence; and
- Preparation of record drawings for the Force Main project based on contractor red-line markups.

This task does not include inspection of this project during construction. If desired, such services can be provided by KSN with additional scope and budget authorization.

Task Exclusions:

- Services not described above.
- Preparation, submittal, and processing of applications or permits.
- Meetings or coordination with third parties, including but not limited to government offices, agents, attorneys, consultants, contractors or landowners.
- Federal, state, county, city, local district or other agency fees, if required, for permits, applications, submittals or duplication costs.

Scope Limitations: The scope and budget for this project excludes the following:

1. Surveying and mapping services identified below:

- a. Boundary surveys or verification of existing right-of-way under this scope of services, e.g., therefore potential errors in existing record documents or overlap/conflict in easements may not be identified prior to construction.
 - b. Securing or providing Title Reports or other title documentation for site.
 - c. Right of way acquisition support.
 - d. Preparation or submittal of legal descriptions, tentative maps or final maps not described elsewhere in this Scope of Services.
 - e. Temporary or permanent marking of property corners not described elsewhere in this Scope of Services.
 - f. Preparation and filing of a Record of Survey pursuant to Section 8762 of the California Land Surveyor's Act to document material discrepancies and physical change discovered during field survey activities.
 - g. Surveying services to reconcile boundary disputes, discrepancies in title, aid to legal counsel, depositions or expert testimony. Boundary discrepancies determined during the course of research and mapping will be identified. However, expanded surveying services may be required to remedy such discrepancies.
2. Utility relocation coordination efforts or potholing. Utilities or agencies with facilities known to exist along the alignment have been contacted during design of the project, and information obtained by KSN's Utility Letter A process.
 3. Federal, state, county, city, local district or other agency fees, if required, for permits, applications, submittals or duplication costs incurred during the course of research, or related costs are excluded.
 4. Environmental clearances for the proposed project.
 5. SWPPP implementation or monitoring.
 6. Hazardous materials testing and reporting.

**Michael David Winery
Design Services - Cost Proposal
TASK HOUR BREAKDOWN**

TASK	KJELDEN, SINNOCK & NEUDECK INC. STAFF HOURS					KSN Staff Budget	REIMBURSABLE COSTS		TOTAL BUDGET (Rounded)
	Principal Engineer	Assistant Engineer	Junior Engineer	Surveyor	Two Man Survey Crew		Reproduction	Survey Field Equipment	
	\$225	\$152	\$120	\$150	\$260				
1.0 Surveying and Mapping	0	5	0	48	32	\$16,432	\$0	\$400	\$16,900
1.1 Construction Staking		6		16	16	\$7,472	\$0	\$400	\$7,900
1.2 Monument Preservation				32	16	\$8,960	\$0	\$0	\$9,000
2.0 Construction Period Design Support	5	24	28	0	0	\$8,133	\$250	\$0	\$8,400
2.1 Attend Pipeline Pre-construction Meeting		4				\$608			\$608
2.2 Engineering Services During Construction	4	16	16			\$5,252			\$5,252
2.3 Prepare Force Main Record (as-built) Drawings		4	12			\$2,273	\$250		\$2,523
TOTAL PROPOSED FEE	5	30	28	48	32	\$24,565	\$250	\$400	\$25,300
Additional Tasks									
A1 Additional Monument Preservation (each monument)				10.5	5	\$2,875			\$2,900

Note. This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

K KJELDSSEN
S SINNOCK
N NEUDECK
 INC.

Civil Engineers
 and Land Surveyors

Stephen K. Sinnock, P.E.
 Christopher H. Neudeck, P.E.
 Neal T. Colwell, P.E.
 Barry O'Regan, P.E.

**2015 FEE SCHEDULE
 PREVAILING WAGE PROJECTS
 Effective January 1, 2015**

Position	Rate
Principal Engineer	\$ 225.00
Associate Engineer	\$ 200.00
Senior Assistant Engineer	\$ 170.00
Assistant Engineer	\$ 152.00
Junior Assistant Engineer	\$ 120.00
Senior Surveyor	\$ 180.00
Surveyor	\$ 150.00
Assistant Surveyor	\$ 130.00
Field Crew-One Man & Vehicle	\$ 170.00
Field Crew-Two Man & Vehicle	\$ 260.00
Inspector & Vehicle	\$ 160.00
Senior Project Manager	\$ 205.00
Project Manager	\$ 170.00
Assistant Project Manager	\$ 145.00
Grant Manager	\$ 125.00
Technician/GIS/CAD Designer I	\$ 125.00
Technician/GIS/CAD Designer II	\$ 105.00
Technician/GIS/CAD Designer III	\$ 85.00
Administrative I	\$ 95.00
Administrative II	\$ 80.00
Administrative III	\$ 65.00

Equipment	Hourly Rate
3D Print Cloud Work Station	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	

Note: Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.

Hourly rates are subject to review and adjustment January 1st of each year.

Corporate Office: 711 N Pershing Avenue | Stockton, CA 95203 | 209-946-0268 | www.ksninc.com
 West Sacramento: 1355 Halyard Drive, Suite 100 | West Sacramento, CA 95691 | 916-403-5900



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**
 \$1,000,000 Each Occurrence
 \$2,000,000 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.

- (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.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 10/19/2015
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	531	53100000	55024	Revenue - Other	\$ 942,590.00
B. USE OF FINANCING	531	53199000	77020	Wastewater Capital	\$ 942,590.00

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

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

Construction contract with Vinciguerra Construction and PSA with Kjeldsen, Sinnock & Neudeck for construction services for the Michael David Winery force main project. Michael David Winery will be reimbursing the City for the project costs.

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

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

Department Head Signature: Rebecca Areida-Yadav for PWDS

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE MICHAEL DAVID WINERY FORCE MAIN PROJECT TO VINCIGUERRA CONSTRUCTION, OF SUTTER CREEK; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KJELDSSEN, SINNOCK & NEUDECK, INC., OF STOCKTON, FOR CONSTRUCTION SERVICES; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 30, 2015, at 11:00 a.m., for the Michael David Winery Force Main Project, described in the plans and specifications therefore approved by the City Council on August 5, 2015; and

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

Bidder	Bid
Vinciguerra Construction	\$ 831,600
Preston Pipeline	\$ 945,100
Knife River Construction	\$ 954,580
McGuire and Hester	\$ 979,400
Mozingo Construction	\$1,151,000
T&S Construction	\$1,274,740
RJ Gordon Construction	\$1,700,875

WHEREAS, staff recommends awarding the bid for the Michael David Winery Force Main Project to the low bidder, Vinciguerra Construction, of Sutter Creek; and

WHEREAS, Kjeldsen, Sinnock & Neudeck, Inc. (KSN) is the consultant engineer for the design of the force main project; and

WHEREAS, staff recommends executing a one-year Professional Services Agreement with KSN for construction services (construction staking, resetting survey monuments, submittal review, etc.) during the construction phase of the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Michael David Winery Force Main Project to Vinciguerra Construction, of Sutter Creek, California, in the amount of \$831,600; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a one-year Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, California, for construction services, in the amount of \$25,300; and

BE IT FURTHER RESOLVED that funds in the amount of \$942,590 be appropriated for this project.

Dated: November 4, 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 November 4, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

2015-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Well 6R Pump Replacement Project

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Well 6R Pump Replacement Project.

BACKGROUND INFORMATION: The project was awarded to Golden State Irrigation and Pump Services, of Stockton, on March 4, 2015, in the amount of \$19,143.80. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of furnishing and installing a deep well turbine pump in Well 6R, located at Blakely Park. The contract was completed within the contract schedule. The original contract amount was \$19,143.80. The final contract price was \$20,417.55. The difference between the contract amount and the final contract price is due to replacing the head shaft, top bearing, and suction screen, which was requested by staff after the equipment was removed and inspected. Photographs of the project work are provided in Exhibit A.

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: This project is funded by Water Capital Fund (561).

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/tb
Attachment

Cc: Utilities Superintendent
Management Analyst – Areida-Yadav
Golden State Irrigation and Pump Services

APPROVED: _____
Stephen Schwabauer, City Manager







CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Henry Glaves Park Pump Station Improvement Project

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Henry Glaves Park Pump Station Improvement Project.

BACKGROUND INFORMATION: This project was awarded to Fort Bragg Electric, Inc., of Fort Bragg, on March 18, 2015, in the amount of \$64,740. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of furnishing and installing a submersible storm drain pump and electrical control panel at the Henry Glaves Park storm water pump station site. The contract was completed within the contract schedule. Photographs of the project work are provided in Exhibit A.

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

FISCAL IMPACT: This project will reduce the maintenance cost to the pump station.

FUNDING AVAILABLE: This project is funded by Wastewater Capital Fund.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/tb
Attachment

Cc: Utilities Superintendent
Management Analyst – Areida-Yadav
Fort Bragg Electric, Inc.

APPROVED: _____
Stephen Schwabauer, City Manager





FORT BRAGG **ELECTRIC**

CA Lic. 391464

964-9118

3500 HD
CA 300010
15



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Otis Elevator Company, of North Highlands, for Elevator Services and Authorizing Public Works Director to Execute Extension (\$37,500)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Otis Elevator Company, of North Highlands, for elevator services and authorizing Public Works Director to execute extension in the amount of \$37,500.

BACKGROUND INFORMATION: This service contract will provide for ongoing elevator services on both a scheduled and on-demand basis to 11 elevators located at City Hall, Carnegie Forum, Police Facility, Lodi Station Parking Structure, City Hall Annex, and Hutchins Street Square. The 11 elevators represent all elevators in City-owned facilities. Elevator inspections done yearly by the State of California are not covered under the service contract and will incur a separate charge.

The City received the following three quotes on October 5, 2015.

Bidder	Location	Quotes
Otis Elevator Company	North Highlands	\$ 21,468.66
Thyssen Krupp Elevator	West Sacramento	\$ 31,900.00
Elevator Technology, Inc.	El Dorado Hills	\$ 35,951.00

Quotes received were based on monthly maintenance and an estimated number of callouts for repairs. The contract shall be for an amount not to exceed \$25,000 over the initial term of two-years, with the Public Works Director authorized to negotiate an extension of the contract for an additional one-year term not to exceed \$12,500.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Funds for elevator services will be coming from the Facilities Services Operating Account (10051000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/tb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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 OTIS ELEVATOR COMPANY (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 Elevator Maintenance Services (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 December 1, 2015 and terminates upon the completion of the Scope of Services or on November 30, 2017, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The City may exercise an option to extend this Agreement one (1) additional year, provided, City gives Contractor no less than 30-days written notice of its intent prior to the 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.

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: Rebecca Areida-Yadav

To CONTRACTOR: Otis Elevator Company
4604 Roseville Road, Suite 112
North Highlands, CA 95628
Attn: Andrea Moore

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

OTIS ELEVATOR COMPANY

By: _____


By: _____
Name: ANDREA MOORE
Title: Account 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: 10051000.72499
(Business Unit & Account No.)

Request for Quotes
Elevator Maintenance
For City of Lodi Facilities

SCOPE OF SERVICES

1) Scope

Under the Professional Services Agreement, the Contractor will maintain the elevators, if equipped as listed below, herein described on the following terms and conditions in accordance with current State regulatory requirements.

The Contractor will monthly and systematically examine, adjust, lubricate, and if conditions warrant, unless specifically excluded under the exclusion paragraph (#2 Exclusions), repair or replace the following:

Machine: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil brake linings and components.

Pump Unit: including pump, V-belts, strainers silencers, springs and gaskets, and motor.

Motor: including motor windings, bearings, rotating element, commutators, brushes and brush holders

Motor Generator: including windings, bearings, rotating element, commutators, brushes and brush holders.

Jack Unit: including plunger, guide bearing, packing and packing gland.

Controller: including relays, resistors, contracts, coils, leads, transformers, fuses, timing devices, and solid state components.

Valves: including relief valve, pilot, lowering, leveling and checking valves, or any of the parts thereof.

Dispatching Equipment: including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices and solid state components.

Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: including sheave, bearings, shafts, contracts and governor jaws.

Car: including power door operator, door protective devices, car door hangers, car door contact, loading weighing equipment, car safety devices, car guide shoes, and sub flooring.

Hoistway: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer.

Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this contract unless accepted in the exclusions paragraph.

Request for Quotes
 Elevator Maintenance
 For City of Lodi Facilities

Fixtures: car and all button stations, master indicator control panels, all signal fixtures including contracts, buttons, key switches and locks, lamps and socket.

Furnish Lubricants: compounded to specifications and selected to give the best performance.

Furnish and Maintain: hydraulic fluid at proper operating level.

Wire Ropes: will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropers.

2) Exclusions

The Contractor assumes no responsibility under this maintenance and service Professional Services Agreement for the refinishing, repair, or replacement of the following equipment:

- Car enclosure
- Car doors
- Hoistway enclosure
- Hoistway doors, door frames, and sills
- Finished flooring
- Car lighting (unless access is restricted to certified qualified personnel by car design)
- Power feeders and switches, including associated wiring and fuses
- Hydraulic cylinder
- Underground piping

3) Applicable Tests

The Contractor shall perform State mandated elevator system tests as required, including 5-year load tests. Costs shall be billed at standard hourly rate as listed in Item 7 in the quote. Elevators to be serviced are listed as follows:

Location	Elevator State Number	Number of Stops	Type	Age (Yrs)
Parking Structure, Pine St. 2 N. Sacramento St.	125859	3	Hydraulic	13
Parking Structure, Elm St. 2 N. Sacramento St.	125863	3	Hydraulic	13
Police, Main Lobby 215 W. Elm St.	135373	2	Hydraulic	12
Police, West Lobby 215 W. Elm St.	135372	2	Hydraulic	12
Police, Jail 215 W. Elm St.	135371	2	Hydraulic	12
Public Safety Building 230 W. Elm St.	45743	3	Hydraulic	48
Carnegie Forum 305 W. Pine St.	92147	3	Hydraulic	28

Request for Quotes
Elevator Maintenance
For City of Lodi Facilities

City Hall 221 W. Pine St	105226	4	Hydraulic	19
Location	Elevator State Number	Number of Stops	Type	Age (Yrs)
Hutchins Street Square, Senior Center 125 S. Hutchins Street	092265	2	Hydraulic	24
Hutchins Street Square, Main Lobby 125 S. Hutchins Street	085550	2	Hydraulic	17
Hutchins Street Square, Theater Elevator 125 S. Hutchins Street	112705	2	Hydraulic	26

4) Elevator System Damage

The Contractor is responsible to repair damage caused by the Contractor's activities. All repairs shall be to the approval City. All damage shall be reported to the City immediately.

5) Conclusion of Professional Services Agreement

At the conclusion of the Contract and prior to final payment, the Contractor shall return all City keys; system change documentation, and any proprietary software information purchased by the City to the City Engineer.

6) Estimated Quantities

The preliminary estimate of the quantities of work to be done and materials to be furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Lodi does not expressly or by implication agree that the actual amount of work will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of work, or to omit portions of the work that may be deemed necessary or expedient by the Public Works Director or to the City Representative.

7) Billable Callouts

Billable callouts are defined as follows:

Malfunction, service interruption, and/or damage caused by other than normal wear and use, or conditions out of the Contractor's control. Examples of such conditions include vandalism, power outages, and power surges.

For payment purposes, repairs that exceed half an hour in time shall be billed at the hourly rate as listed for the time of occurrence in which the repair is made for the time worked.


MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Public Works Management Analyst
Date: September 28, 2015
Subject: Quote for Monthly Inspection and Maintenance Services of Elevators in City of Lodi Facilities

Please fill in the blanks below and include any additional costs in your quote **to obtain the 5 items below** as they will be required **once** the Successful Quote is awarded and before any work can begin:

Company Name: Otis Elevator Date: 9/30/15
 Address: 4604 Roseville Road Ste 112, North Highlands CA 95628
 Contact Phone No.: 916- 339-4196 Andrea Moore
 Contractor's License No.: 7031 (must be C-11 classification)

1. **Insurance requirements per the attached exhibit.**
2. **Workers' compensation insurance coverage.**
3. **City of Lodi business license.**
4. **W-9 form per current IRS requirements.**
5. **Registration with the Department of Industrial Relations (per requirements of SB 854)**

The bid price for monthly maintenance is to be all inclusive (labor, overhead, supervision, equipment, disposal costs, fees, licenses, etc.).

Elevator Monthly Maintenance

Item	Location	Service Schedule	Unit	Estimated Quantity (Visits)	Number of Cars at Location	Unit Price per Car per Visit	Total Price
1.	Parking Structure 2 N. Sacramento St.	Complete	Visit	24	2	\$ 80.00	\$ 3,840.00
2.	Police Department 215 W. Elm St.	Complete	Visit	24	3	\$ 80.00	\$ 5,760.00
3.	Public Safety Building 230 W. Elm St.	Complete	Visit	24	1	\$ 75.00	\$ 1,800.00
4.	Carnegie Forum 305 W. Pine St.	Complete	Visit	24	1	\$ 80.00	\$ 1,920.00
5.	City Hall 221 W. Pine St.	Complete	Visit	24	1	\$ 80.00	\$ 1,920.00
6.	Hutchins Street Square 125 S. Hutchins St.	Complete	Visit	24	3	\$ 75.00	\$ 5,400.00

Billable Callouts for Repair

Item	Time of Occurrence	Estimated Quantity (Call-outs)	Typical Repair Time (Hr.)	Repair Rate (\$/Hr.)	Travel Time (\$)	Total Repair Cost (\$)
7	Monday through Friday, 8:00 a.m.- 5:00 p.m.	7	1 hr.	\$ 86.60	\$ 0.00	\$ 606.20
8	Monday through Friday, 5:01 p.m.- 7:59 a.m., Saturdays	1	1 hr.	\$ 111.23	\$ 0.00	\$ 111.23
9	Sundays, Holidays	1	1 hr.	\$ 111.23	\$ 0.00	\$ 111.23
GRAND TOTAL ITEMS 1-9						\$
10	Parts Markup					% 21,468.66

Contractor Signature: *Nikki Windham* 9/20/15

Print Name: Nikki Windham

Title: General Manager

If you have any questions please contact:

Charles Swimley
 221 West Pine Street
 Lodi, CA 95240
 (209) 333-6800 X2593
cswimley@lodi.gov

Otis Elevator Company

North American Area
4604 Roseville Road, Suite 112
North Highlands, CA 95860
direct: 916-339-4196
fax: 880-353-2724
mobile: 916-202-4407
andrea.moore@otis.com



Otis

A United Technologies Company

Wednesday, October 07, 2015

Tiffani Butorovich
Administrative Secretary
City of Lodi
Public Works Department
Municipal Utility Services
1331 South Ham Lane, Lodi, CA.
tbutorovich@lodi.gov
(209) 333-6720

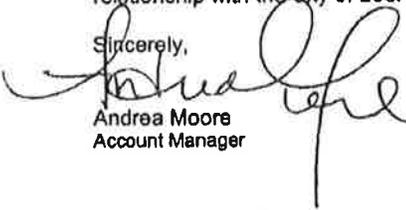
Re: City Of Lodi Bid

Dear Tiffany,

Thank you for allowing Otis the opportunity to submit a bid for the upcoming elevator contract. I apologize for the error on the line item for the grand total. The original bid we submitted on September 30th, 2015 is correct. The grand total of our bid is \$21,468.66 and the mark-up percentage should reflect 0.

Please do not hesitate to ask if you have any question or if you need anything on my end. We hope to continue our relationship with the City of Lodi and look forward to hearing from you in the near future.

Sincerely,


Andrea Moore
Account Manager



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.

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.

- 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.

- (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) **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
OTIS ELEVATOR COMPANY, OF NORTH HIGHLANDS,
FOR ELEVATOR SERVICES AND FURTHER
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO
EXECUTE AN EXTENSION

WHEREAS, staff received written quotes from three elevator service companies, shown as follows:

Otis Elevator Company	\$21,468.66
Thyssen Krupp Elevator	\$31,900.00
Elevator Technology, Inc.	\$35,951.00

WHEREAS, Otis Elevator Company was the lowest responsive quote received, therefore, staff recommends awarding a two-year Professional Services Agreement to Otis Elevator Company, in an amount not to exceed \$25,000; 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 \$12,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement for elevator services with Otis Elevator Company, of North Highlands, California, in an amount not to exceed \$25,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize 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 \$12,500.

Dated: November 4, 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 November 4, 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 Professional Services Agreement with Moore Twining Associates, of Fresno, for Public Works Water/Wastewater Laboratory Services (Not to Exceed \$150,000)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Moore Twining Associates, of Fresno, for Public Works Water/Wastewater laboratory services, in an amount not to exceed \$150,000.

BACKGROUND INFORMATION: The City of Lodi's water and wastewater facilities are operated under domestic drinking water and National Pollutant Discharge Elimination System permits issued and regulated by the State Water Resources Control Board. In addition, the Public Works Department is responsible for the development and implementation of the City's General Storm Water Permit. Each permit requires a diverse comprehensive monitoring program that includes a variety of water quality analyses. Some analyses can be completed by the City's certified laboratory, located at the White Slough Water Pollution Control Facility, but other more technical analyses need to be performed by a contract laboratory that has the qualified and certified staff and equipment.

Moore Twining Associates, Inc. (Moore Twining) is a multi-disciplined consulting firm with divisions in Analytical Chemistry, Construction Inspection, Drilling, Environmental Services, Geological Engineering, and Materials Testing. Moore Twining is certified by the State of California Environmental Laboratory Accreditation Program for the analysis of drinking water, wastewater, soil, and hazardous waste.

Staff recommends that the City enter into a two-year Professional Services Agreement with Moore Twining which would include the following services: sample custody and transfer, sample control and analysis, and analytical reporting and electronic data transfer to regulatory agencies.

Moore Twining is a highly-qualified laboratory services provider with very experienced professionals. Staff has been extremely pleased with their quality of work and past performance that has dated back to the 1980's. Furthermore, staff believes that Moore Twining's familiarity with City's analytical needs will substantially lower costs.

FISCAL IMPACT: Funds for the laboratory services were budgeted in the Water/Wastewater Operations and Watershed Education budgets.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Water Plant Operating Fund (56052005)
Wastewater Plant Operating Fund (53053003)
Water Production Fund (56052003)
DBCP Monitoring Fund (56052008)
Watershed Education Fund (53053009)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Andrew Richle, Water Plant Superintendent
FWS/ASR/tb
Attachment

cc: Kathryn Garcia, Compliance Engineer
Karen Honer, Wastewater Plant Superintendent

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 MOORE TWINING ASSOCIATES, 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 Public Works Water/Wastewater Laboratory Services (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 December 1, 2015 and terminates upon the completion of the Scope of Services or on November 30, 2017, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees 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: Andrew Richle

To CONTRACTOR: Moore Twining Associates, Inc.
 2527 Fresno Street
 Fresno, CA 93721
 Attn: Rachel Portillo

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

MOORE TWINING ASSOCIATES, INC.

By: _____


By: _____
Name: RACHEL PORTILLO
Title: Sales 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: 56052003.72450
56052008.72450
56052005.72450
53053003.72450
53053009.72450

(Business Unit & Account No.)



October 1, 2015

Mr. Andrew Richle
City of Lodi
Water Plant Superintendent
1331 South Ham Lane
Lodi, CA. 95242

RE: City of Lodi Analytical Services Contract

Dear Mr. Richle:

Thank you for the opportunity to offer our pricing and qualifications for the City of Lodi's Drinking Water and Wastewater Division's analytical testing needs. Moore Twining Associates, Inc. is a multi-disciplined consulting firm with divisions in Analytical Chemistry, Construction Inspection, Drilling, Environmental Services, Geological Engineering, and Materials Testing. Our firm was founded in 1898 and our Corporate office has been in its historic two story building in Fresno since 1930. Moore Twining Associates, Inc is certified by the State of California Environmental Laboratory Accreditation Program (ELAP) for the analysis of drinking water, wastewater, soil and hazardous waste under ELAP Certificate Number 1371. Moore Twining has a staff of approximately 130 employees with additional offices in Corona, Monterey, and Sacramento to meet all our clients' needs throughout California.

Management of Services:

Offering superior customer service is of utmost importance to us! **Julio Morales** will be the designated **Project Manager** for the City of Lodi. He has over 12 years of industry experience and currently serves as the Client Services and Sample Control Supervisor for Moore Twining Associates. Julio will be the City's primary contact at all times. Julio may be reached via email at JulioM@mooretwining.com or by phone by calling his direct line at (559) 777-8961.

In the event that Julio cannot be reached, please feel free to contact one of the following individuals:

Juliane Adams – Laboratory Director
(559) 268-7021 or (559) 994-4043
Julia@mooretwining.com

Maria Manuel – QA Manager
(559) 268-7021
MariaM@mooretwining.com

Rachel Portillo – Sales Manager
(559) 777-8974 or (559) 978-6920
RachelP@mooretwining.com

Lisa Montijo – Client Services
(559) 268-7021
LisaM@mooretwining.com

Sample Custody and Transfer:

Moore Twining Associates is open Monday through Friday from 8:00 am to 5:00 pm to receive samples at our 2527 Fresno Street Corporate office in Fresno, CA. For our valued clients, we offer courier service five days a week from one of our highly trained Certified Samplers. Moore Twining Associates has two full time couriers that travel daily from Sacramento all the way down to Bakersfield and as far west as the Central Coast. Their primary goal is to receive our client's valuable samples under strict chain-of-custody protocols and transfer all samples in ice chests to maintain temperature compliance to our laboratory in Fresno while adhering to all sample hold times.

Additionally, as part of our excellent service, all ice chests, bottles, packing material and chain-of-custody documents will be provided at no additional charge to the City.

Turnaround Time and Expedited Services:

Our Standard Turnaround Time for samples tested in house is TEN Working Days. For a few of the methods that we subcontract, such as Dioxin and Radiologicals, a 15 Working Day Turnaround Time will be needed. In the event of instrumentation issues or sample matrix difficulties, the City of Lodi will be notified if the turnaround time will need to be extended.

With advance notice, Moore Twining can provide the following expedited services on time sensitive samples:

- 24 Hour TAT – Cost + 200% surcharge
- 48 Hour TAT – Cost + 100% surcharge
- 3 Day TAT – Cost + 75% surcharge
- 5 Day TAT – Cost + 50% surcharge
- 7 Day TAT – Cost + 25% surcharge

For samples that must be subcontracted, if a rush is needed, these will need to be dealt with on a case by case basis.

Sample Control and Analysis of Samples:

Upon receipt of the City's samples, Moore Twining's highly skilled Sample Control department will receive the samples, check for correct sample containers, and check for sample temperature compliance. The chain-of-custody information will then be carefully logged into our Promium by Element Laboratory Information Management (LIMS) System. Labels will be printed for all sample containers and placed on the appropriate containers. All work is then double checked by a secondary sample control technician. Each sample has its own barcode, and it is carefully scanned before it is transferred into the designated refrigerator for storage.

Our analytical chemists will check out sample containers as needed for sample analysis, using our sample bar coding system. This will enable a sample to be tracked no matter where it resides in the laboratory.

After samples are logged in and put away, a Sample Confirmation is generated. This information goes to the designated Project Manager to review all information for

accuracy. If there are any questions, the client will be contacted immediately for clarification.

Once the last piece of data is entered into our LIMS system, the report is ready to be generated. A Final Report will be generated showing all critical information:

- Time and Date Sampled
- Sampler's Name
- Time Received
- City of Lodi EDT number if applicable
- Station Description for each sample
- Test evaluated with the method used
- Analytical results for the method requested
- QA/QC Data
- Sample chain-of-custody
- Invoice for services

If data needs to go electronically to the State, then an EDT format will be generated and sent to the State. A .pdf of all reports will be automatically e-mailed along with the invoice to designated City of Lodi staff and any additional recipients that are requested at report time.

Analytical Reports and EDDs:

Moore Twining uses Element by Promium as their LIMS system. It is fully capable of issuing reports in various client specific formats including Electronic Data Transfer into the State's Drinking Water Write-On program. Our superior IT has customized the system so that it will automatically generate a finished report with invoice upon completion of the last piece of data and can be e-mailed or faxed all at the touch of a button.

Moore Twining Associates works closely with Promium staff to stay up to date on all customized Electronic Data Deliverables available for download for our client's needs. This customization affords us the ability to customize EDDs using Excel spreadsheet programs that are currently linked with our Element program. It also allows Moore Twining to upload the City's data into a EQUIS format as needed.

Retention of Records and Sample Storage:

Moore Twining retains all chromatograms, mass spectra reports and accompanying quality control data for a period of five years. All samples are stored for a minimum of 30 days. In many instances, samples are stored for longer. Additional sample storage can be arranged if needed on specific samples. Simply contact your Project Manager to make arrangements.

Invoicing:

Moore Twining Associates, Inc automatically generates invoices for all completed samples for each work order received. If the City requires invoices to be mailed only on a monthly basis, then this service will be included to the City at no additional charge.

We sincerely welcome the opportunity to provide the City of Lodi with our superior analytical and client services. We have been providing analytical chemistry testing to the public since 1898 and have serviced many of our municipality clientele for over 70 years. Our firm has been providing analytical testing services for the City of Lodi since the 1980s. We welcome the opportunity to continue to work with the City of Lodi and establish a service contract that will secure the competitive pricing that we have provided to the City for decades as well as provide our firm with the peace of mind in knowing that the City is happy with our quality of service and willing to secure a contract between our two firms for analytical testing.

Please take the time to review the enclosed quote for analytical testing services. The pricing is highly competitive and among the best pricing offered to any of our clientele. Our hope is this will provide the City with a valuable service as well as a considerable cost savings. We sincerely appreciate the opportunity to provide our scope of services and analytical testing quote. Please let me know if you have any questions or if there is any additional information that I can provide.

Respectfully,
Moore Twining Associates, Inc.

A handwritten signature in cursive script that reads "Rachel Portillo".

Rachel Portillo
Sales Manager, Analytical Chemistry & Environmental Services
(559) 777-8974
rachelp@mooretwinning.com

Enclosure: Analytical Services Quote for 2015-2016



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
1,2-Dibromo-3-Chloropropane (DBCP)	EPA 504.1	0	10	\$30.00	\$0.00
Alkalinity	SM2320B	0	10	\$18.00	\$0.00
Aluminum , Total	EPA 200.8	0	10	\$6.00	\$0.00
Aluminum Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Aluminum Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Aluminum Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Aluminum, Total	EPA 200.7	0	10	\$6.00	\$0.00
Aluminum, Total	EPA 6010B	0	10	\$6.00	\$0.00
Aluminum, Total	EPA 6020	0	10	\$6.00	\$0.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	0	10	\$10.00	\$0.00
Antimony Dissolved	EPA 6010B	0	10	\$6.00	\$0.00
Antimony, Dissolved	EPA 200.7	0	10	\$6.00	\$0.00
Antimony, Dissolved	EPA 200.8	0	10	\$6.00	\$0.00
Antimony, Total	EPA 200.7	0	10	\$6.00	\$0.00
Antimony, Total	EPA 200.8	0	10	\$6.00	\$0.00
Antimony, Total	EPA 6020	0	10	\$6.00	\$0.00
Antimony, Total	EPA 6010B	0	10	\$6.00	\$0.00
Arsenic Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Arsenic Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Arsenic Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Arsenic, Total	EPA 200.8	0	10	\$6.00	\$0.00
Arsenic, Total	EPA 6010B	0	10	\$6.00	\$0.00
Arsenic, Total	EPA 200.7	0	10	\$6.00	\$0.00
Asbestos in Waste Water (Sub)	EPA 100.2	0	10	\$160.00	\$0.00
Barium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Barium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Barium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Barium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Barium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Barium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Base/Neutrals and Acids	EPA 625	0	10	\$105.00	\$0.00
Beryllium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Beryllium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Beryllium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Beryllium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Beryllium, Total	EPA 6010B	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Beryllium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Boron Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Boron Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Boron Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Boron, Total	EPA 6010B	0	10	\$6.00	\$0.00
Boron, Total	EPA 200.7	0	10	\$6.00	\$0.00
Boron, Total	EPA 200.8	0	10	\$6.00	\$0.00
Bromide	EPA 300.0	0	10	\$12.00	\$0.00
Cadmium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Cadmium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Cadmium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Calcium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Calcium, Dissolved	EPA 200.7	0	10	\$6.00	\$0.00
Calcium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Calcium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Chloride	EPA 300.0	0	10	\$6.00	\$0.00
Chlorinated Herbicides	EPA 515.3	0	10	\$60.00	\$0.00
Chromium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Chromium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Chromium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Chromium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Chromium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Chromium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Cobalt Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Cobalt Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Cobalt Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Cobalt, Total	EPA 6010B	0	10	\$6.00	\$0.00
Cobalt, Total	EPA 200.7	0	10	\$6.00	\$0.00
Cobalt, Total	EPA 200.8	0	10	\$6.00	\$0.00
Color	SM2120B	0	10	\$10.00	\$0.00
Copper Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Copper, Total	EPA 200.7	0	10	\$6.00	\$0.00
Copper, Total	EPA 200.8	0	10	\$6.00	\$0.00
Copper, Total	EPA 6010B	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Riehle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Cyanide by SM4500CN-E	SM4500CN-E	0	10	\$21.00	\$0.00
Diquat	EPA 549.2	0	10	\$50.00	\$0.00
Dissolved Copper By EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Dissolved Copper By EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Dissolved Organic Carbon (DOC)	SM5310B	0	10	\$30.00	\$0.00
EDB, DBCP	EPA 504.1	0	10	\$30.00	\$0.00
Elec. Cond. by SM2510B	SM2510B	0	10	\$10.00	\$0.00
Endothall by EPA 548.1 (Sub)	EPA 548.1	0	10	\$130.00	\$0.00
EQUIS 3.X Reporting	-	0	10	\$30.00	\$0.00
Fluoride	EPA 300.0	0	10	\$12.00	\$0.00
Full Title 22	varies	0	10	\$1,800.00	\$0.00
General Minerals	varies	0	10	\$60.00	\$0.00
General Physical	varies	0	10	\$30.00	\$0.00
Glyphosate in Water	EPA 547	0	10	\$50.00	\$0.00
Gross Alpha (Sub)	EPA 900.0	0	10	\$65.00	\$0.00
HAA5 by EPA 552.2	EPA 552.2	0	10	\$55.00	\$0.00
Hardness as CaCO3, Total by 200.7/SM2340B	varies	0	10	\$12.00	\$0.00
Inorganic Chemicals 22 CCR 64431A	varies	0	10	\$75.00	\$0.00
Iron Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Iron Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Iron Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Iron, Total	EPA 6010B	0	10	\$6.00	\$0.00
Iron, Total	EPA 200.8	0	10	\$6.00	\$0.00
Iron, Total	EPA 200.7	0	10	\$6.00	\$0.00
Langelier Index (Calc)	SM2330B	0	10	\$40.00	\$0.00
Lead Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Lead Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Lead Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Lead, Total	EPA 6010B	0	10	\$6.00	\$0.00
Lead, Total	EPA 200.8	0	10	\$6.00	\$0.00
Lead, Total	EPA 200.7	0	10	\$6.00	\$0.00
Magnesium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Magnesium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Magnesium Total	EPA 200.7	0	10	\$6.00	\$0.00
Magnesium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Manganese Dissolved	EPA 200.7	0	10	\$6.00	\$0.00
Manganese Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Manganese Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Manganese Total	EPA 200.7	0	10	\$6.00	\$0.00
Manganese Total EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Manganese Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
MBAS by SM5540C	SM5540C	0	10	\$30.00	\$0.00
Mercury, Total	EPA 245.2	0	10	\$28.00	\$0.00
Metals - Lodi 200.8	varies	0	10	\$180.00	\$0.00
Metals - Lodi Biosolids	varies	0	10	\$88.00	\$0.00
Moisture Content	% Calculation	0	10	\$20.00	\$0.00
Molybdenum Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Molybdenum Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Molybdenum Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Molybdenum, Total	EPA 6010B	0	10	\$6.00	\$0.00
Molybdenum, Total	EPA 200.7	0	10	\$6.00	\$0.00
Molybdenum, Total	EPA 200.8	0	10	\$6.00	\$0.00
Nickel Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Nickel Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Nickel Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Nickel, Total	EPA 6010B	0	10	\$6.00	\$0.00
Nickel, Total	EPA 200.7	0	10	\$6.00	\$0.00
Nickel, Total	EPA 200.8	0	10	\$6.00	\$0.00
Nitrate + Nitrite as N 300.0	varies	0	10	\$20.00	\$0.00
Nitrate as N by EPA 300.0	varies	0	10	\$8.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$8.00	\$0.00
Nitrite as N	EPA 300.0	0	10	\$8.00	\$0.00
N-Methylcarbamates by HPLC	EPA 531.2	0	10	\$50.00	\$0.00
Odor	SM2150B	0	10	\$10.00	\$0.00
Oil & Grease, Total (HEM)	EPA 1664A	0	10	\$55.00	\$0.00
Organochlorine Pesticides	EPA 8081A	0	10	\$90.00	\$0.00
Organochlorine Pesticides and PCBs	EPA 608	0	10	\$60.00	\$0.00
Organohalide Pesticides and PCB Screen	EPA 505	0	10	\$70.00	\$0.00
Perchlorate by EPA 314.0 (Sub)	EPA 314.0	0	10	\$65.00	\$0.00
pH - Water	SM4500-H B	0	10	\$10.00	\$0.00
Phosphorus, Total (TKP)	EPA 365.4	0	10	\$20.00	\$0.00
Polychlorinated Biphenyls	EPA 8082	0	10	\$90.00	\$0.00
Potassium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Potassium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Riehle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Potassium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Potassium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Selenium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Selenium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Selenium, Dissolved	EPA 200.7	0	10	\$6.00	\$0.00
Selenium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Selenium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Selenium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$105.00	\$0.00
Semi-Volatile Organic Compounds	EPA 525.2	0	10	\$70.00	\$0.00
Silica Dissolved	EPA 200.7	0	10	\$6.00	\$0.00
Silica Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Silica Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silica Total EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Silica Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silica, Total	EPA 200.7	0	10	\$6.00	\$0.00
Silver Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Silver Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Silver Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silver TCLP EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silver, Total	EPA 200.7	0	10	\$6.00	\$0.00
Silver, Total	EPA 6010B	0	10	\$6.00	\$0.00
Silver, Total	EPA 200.8	0	10	\$6.00	\$0.00
Sodium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Sodium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Sodium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Sodium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Standard Minerals	varies	0	10	\$125.00	\$0.00
Standard Minerals	varies	0	10	\$105.00	\$0.00
Sulfate	EPA 300.0	0	10	\$10.00	\$0.00
Thallium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Thallium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Thallium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Thallium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Thallium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Thallium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Tin Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Tin Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Tin Total EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Tin Total EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Tin Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Total Dissolved Solids (TDS)	SM 2540C	0	10	\$10.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	0	10	\$20.00	\$0.00
Total Nitrogen	varies	0	10	\$32.00	\$0.00
Total Organic Carbon (TOC)	SM5310B	0	10	\$28.00	\$0.00
Total Trihalomethanes (TTHM)	EPA 524.2	0	10	\$40.00	\$0.00
Total Trihalomethanes (TTHM) by EPA 624/8260	EPA 624/8260B	0	10	\$40.00	\$0.00
Turbidity	EPA 180.1	0	10	\$10.00	\$0.00
Uranium by EPA 908.0 (Subcontracted)	EPA 908.0	0	10	\$75.00	\$0.00
Uranium, Total Alpha by 200.8	varies	0	10	\$20.00	\$0.00
UV Absorption - 254nm (Sub)	SM5910B	0	10	\$65.00	\$0.00
Vanadium Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Vanadium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Vanadium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Vanadium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Vanadium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Vanadium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Volatile Organic Compounds	EPA 624	0	10	\$65.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$65.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$65.00	\$0.00
Volatile Organic Compounds	EPA 524.2	0	10	\$45.00	\$0.00
Zinc Dissolved EPA 200.7	EPA 200.7	0	10	\$6.00	\$0.00
Zinc Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Zinc Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Zinc, Total	EPA 200.7	0	10	\$6.00	\$0.00
Zinc, Total	EPA 200.8	0	10	\$6.00	\$0.00
Zinc, Total	EPA 6010B	0	10	\$6.00	\$0.00
Soil					
Aluminum , Total	EPA 200.8	0	10	\$6.00	\$0.00
Aluminum, Total	EPA 6020	0	10	\$6.00	\$0.00
Aluminum, Total	EPA 6010B	0	10	\$6.00	\$0.00
Ammonia as Nitrogen (NH3-N)	-	0	10	\$10.00	\$0.00
Antimony, Dissolved	EPA 200.8	0	10	\$6.00	\$0.00
Antimony, Total	EPA 200.8	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Antimony, Total	EPA 6010B	0	10	\$6.00	\$0.00
Antimony, Total	EPA 200.7	0	10	\$6.00	\$0.00
Antimony, Total	EPA 6020	0	10	\$6.00	\$0.00
Arsenic Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Arsenic, Total	EPA 6010B	0	10	\$6.00	\$0.00
Arsenic, Total	EPA 200.8	0	10	\$6.00	\$0.00
Barium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Barium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Barium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Base/Neutrals and Acids	EPA 625	0	10	\$105.00	\$0.00
Beryllium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Beryllium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Beryllium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Beryllium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Boron, Total	EPA 200.7	0	10	\$6.00	\$0.00
Boron, Total	EPA 6010B	0	10	\$6.00	\$0.00
Bromide	EPA 300.0	0	10	\$12.00	\$0.00
Cadmium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Cadmium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Calcium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Calcium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Chloride	EPA 300.0	0	10	\$6.00	\$0.00
Chromium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Chromium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Chromium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Chromium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Cobalt Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Cobalt TCLP EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Cobalt, Total	EPA 200.8	0	10	\$6.00	\$0.00
Cobalt, Total	EPA 6010B	0	10	\$6.00	\$0.00
Copper Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Copper, Total	EPA 200.8	0	10	\$6.00	\$0.00
Copper, Total	EPA 6010B	0	10	\$6.00	\$0.00
Copper, Total	EPA 200.7	0	10	\$6.00	\$0.00
Cyanide by SM4500CN-E	SM4500CN-E	0	10	\$21.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Elec. Cond. by SM2510B	SM2510B	0	10	\$10.00	\$0.00
EQUIS 3.X Reporting	-	0	10	\$30.00	\$0.00
Fluoride	EPA 300.0	0	10	\$12.00	\$0.00
General Minerals	varies	0	10	\$60.00	\$0.00
Inorganic Chemicals 22 CCR 64431A	varies	0	10	\$75.00	\$0.00
Iron, Total	EPA 200.7	0	10	\$6.00	\$0.00
Iron, Total	EPA 6010B	0	10	\$6.00	\$0.00
Lead Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Lead, Total	EPA 6010B	0	10	\$6.00	\$0.00
Lead, Total	EPA 200.8	0	10	\$6.00	\$0.00
Magnesium Total	EPA 200.7	0	10	\$6.00	\$0.00
Magnesium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Manganese Total	EPA 200.7	0	10	\$6.00	\$0.00
Manganese Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
MBAS by SM5540C	SM5540C	0	10	\$30.00	\$0.00
Mercury, Total - Soil	EPA 7471A	0	10	\$28.00	\$0.00
Metals - Lodi Biosolids	varies	0	10	\$88.00	\$0.00
Moisture Content	ASTM D2974	0	10	\$20.00	\$0.00
Molybdenum Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Molybdenum, Total	EPA 6010B	0	10	\$6.00	\$0.00
Molybdenum, Total	EPA 200.8	0	10	\$6.00	\$0.00
Nickel Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Nickel, Total	EPA 6010B	0	10	\$6.00	\$0.00
Nickel, Total	EPA 200.8	0	10	\$6.00	\$0.00
Nickel, Total	EPA 200.7	0	10	\$6.00	\$0.00
Nitrate + Nitrite as N 300.0	varies	0	10	\$20.00	\$0.00
Nitrate as N by EPA 300.0	varies	0	10	\$8.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$8.00	\$0.00
Nitrite as N	EPA 300.0	0	10	\$8.00	\$0.00
Organochlorine Pesticides	EPA 8081A	0	10	\$90.00	\$0.00
Organochlorine Pesticides and PCBs	EPA 608	0	10	\$60.00	\$0.00
Phosphorus, Total (TKP)	SM4500-P	0	10	\$20.00	\$0.00
Polychlorinated Biphenyls	EPA 8082	0	10	\$90.00	\$0.00
Potassium Dissolved EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Potassium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Potassium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Selenium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Selenium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Selenium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$105.00	\$0.00
Silica Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silver Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Silver TCLP EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Silver, Total	EPA 200.8	0	10	\$6.00	\$0.00
Silver, Total	EPA 200.7	0	10	\$6.00	\$0.00
Silver, Total	EPA 6010B	0	10	\$6.00	\$0.00
Sodium STLC EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Sodium Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Sodium, Total	EPA 200.7	0	10	\$6.00	\$0.00
Standard Minerals	varies	0	10	\$105.00	\$0.00
Sulfate	EPA 300.0	0	10	\$10.00	\$0.00
Thallium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Thallium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Thallium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Tin Total EPA 6010B	EPA 6010B	0	10	\$6.00	\$0.00
Total Dissolved Solids (TDS)	SM 2540C	0	10	\$10.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	SM4500-N	0	10	\$20.00	\$0.00
Total Nitrogen	varies	0	10	\$32.00	\$0.00
Vanadium Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Vanadium, Total	EPA 200.8	0	10	\$6.00	\$0.00
Vanadium, Total	EPA 6010B	0	10	\$6.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$65.00	\$0.00
Volatile Organic Compounds	EPA 624	0	10	\$65.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$65.00	\$0.00
Zinc Dissolved EPA 200.8	EPA 200.8	0	10	\$6.00	\$0.00
Zinc, Total	EPA 200.8	0	10	\$6.00	\$0.00
Zinc, Total	EPA 6010B	0	10	\$6.00	\$0.00
Zinc, Total	EPA 200.7	0	10	\$6.00	\$0.00
Plant Material					
Nitrate as NO3	EPA 300.0	0	10	\$8.00	\$0.00
Standard Minerals	varies	0	10	\$105.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	SM4500-N,C	0	10	\$20.00	\$0.00
Total Nitrogen	varies	0	10	\$32.00	\$0.00
Paint					



2527 Fresno Street
 Fresno, CA 93721
 Office (559) 268-7021
 Fax (559) 268-0740

California ELAP Certificate #1371

Analytical Services Quotation

Andrew Richle
 City of Lodi
 Analytical Services 2016-2017

Printed: 10/1/2015
 Effective: 01/01/16
 Expires: 12/30/17

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Lead, Total	EPA 6010B	0	10	\$6.00	\$0.00
Organic					
Volatile Organic Compounds	EPA 8260B	0	10	\$65.00	\$0.00
Biosolids					
Asbestos in Waste Water (Sub)	EPA 100.2	0	10	\$160.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$8.00	\$0.00
Standard Minerals	varies	0	10	\$105.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	SM4500-N,C	0	10	\$20.00	\$0.00
Total Nitrogen	varies	0	10	\$32.00	\$0.00

Not To Exceed \$150,000

If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Rachel Portillo
 Sales Manager

Accepted by: _____ Date: _____
 Andrew Richle, City of Lodi



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**
 \$1,000,000 Each Occurrence
 \$2,000,000 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.

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

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

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH MOORE TWINING
ASSOCIATES, INC., OF FRESNO, FOR PUBLIC WORKS
WATER/WASTEWATER LABORATORY SERVICES

WHEREAS, the City of Lodi's water and wastewater facilities are operated under domestic drinking water and National Pollutant Discharge Elimination System permits issued and regulated by the State Water Resources Control Board; and

WHEREAS, the Public Works Department is responsible for the development and implementation of the City's General Storm Water Permit; and

WHEREAS, each permit requires a diverse comprehensive monitoring program that includes a variety of water quality analyses; and

WHEREAS, some analyses can be completed by the City's certified laboratory located at the White Slough Water Pollution Control Facility, but other more-technical analyses need to be performed by a contract laboratory that has the qualified and certified staff and equipment; and

WHEREAS, Moore Twining Associates, Inc., is certified by the State of California Environmental Laboratory Accreditation Program for the analysis of drinking water, wastewater, soil, and hazardous waste; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year Professional Services Agreement with Moore Twining Associates, Inc., for Public Works water/wastewater laboratory services, in an amount not to exceed \$150,000.

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 Moore Twining Associates, Inc., of Fresno, California, for Public Works water/wastewater laboratory services, in an amount not to exceed \$150,000.

Dated: November 4, 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 November 4, 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 Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering and Environmental Services to White Slough Water Pollution Control Facilities (\$66,725), and Appropriate Funds (\$100,000)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Petralogix Engineering, of Galt, for engineering and environmental services to White Slough Water Pollution Control Facilities in the amount of \$66,725, and appropriate funds in the amount of \$100,000.

BACKGRUND INFORMATION: White Slough Water Pollution Control Facility was recently selected by the California Department of Water Resources (DWR) to receive a \$4,600,000 Proposition 84, Delta, San Joaquin River, and Sacramento River Water Quality Program Grant that is only offered to agencies located within the Sacramento San Joaquin Delta Area. The grant will fund onsite recycled water storage facilities and improve groundwater supply in the region. Petralogix Engineering was instrumental in identifying the grant opportunity and preparing the grant application. Petralogix Engineering is currently under contract to provide grant funding award assistance to the City by facilitating the re-scoping of the project to match the amount of the grant and working with DWR to receive funding credit for past work performed within the project area.

The next step in the grant award process will be to complete an environmental review of the project under the guidelines set forth in California Environmental Quality Act. The attached scope of services will perform the biological, archeological, cultural and geophysical studies prerequisite to preparation of the Initial Study and eventual Mitigated Negative Declaration.

Staff recommends approval of the Professional Services Agreement and appropriating funds in the amount of \$100,000 to cover the contract work and associated staff time.

FISCAL IMPACT: Expenditures will count toward the City's 25 percent local share obligation of the grant award.

FUNDING AVAILABLE: Wastewater Plant Operating Fund (53053003)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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 PETRALOGIX ENGINEERING (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 CEQA Proposal Initial Study/Mitigated Negative Declaration (IS/MND) for White Slough Water Pollution Control Facility Expansion Project (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 10, 2015 and terminates upon the completion of the Scope of Services or on November 9, 2016, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, 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: Karen Honer

To CONTRACTOR: Petralogix Engineering
 26675 Bruella Road
 Galt, CA 95632
 Attn: Daniel Kramer

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

PETRALOGIX ENGINEERING

By: _____


By: _____
Name: DANIEL E. KRAMER
Title: President

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

Funding Source: 53053003
(Business Unit & Account No.)

Petralogix Engineering, Inc.
26675 Bruella Road, Galt, Ca 95632
(T) 209-400-5729
dkramer@petralogix.com
www.petralogix.com



September 24, 2015
Proposal No. 10045

Attn: Wally Sandelin
City of Lodi - Public Works
221 West Pine Street
Lodi, CA 95240

**Subject: CEQA Proposal Initial Study/Mitigated Negative Declaration (IS/MND) for the
White Slough Waste Water Treatment Plant Expansion Project**

Mr. Sandelin,

We appreciate the opportunity to provide you with our proposal to perform CEQA services to the City of Lodi. Below you will find an estimated cost and timeline for providing the necessary CEQA compliance items as required by State Mandate and the Department of Water resources for Proposition 84 Grant Funding Compliance.

Scope of Work

Petralogix will prepare an expanded "Initial Study" (IS) pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, Sections 21000 et seq.) to determine the feasibility of adopting a Mitigated Negative Declaration, or the need for a full Environmental Impact Report (EIR). It is anticipated that the required environmental document will be a Mitigated Negative Declaration.

If a Mitigated Negative Declaration is to be prepared, Petralogix's scope of work will include the following:

- Preparation of the Mitigated Negative Declaration (MND)
- Preparation of the Notice of Completion (NOC)
- Production and submittal of fifteen (15) copies of the IS/MND to the Governor's Office of Planning and Research, State Clearinghouse for 30 day public review
- Production of up to twenty (20) copies of the IS/MND for City use and distribution
- Response to comments
- Preparation of the Mitigation Monitoring and Reporting Program (MMRP)
- Noticing of adjacent property owners, interested parties, local agencies
- Notice posted in the local newspaper (cost of ad not included)
- Notice posted on the proposed facility
- Notice of Determination
- Attendance at one public hearing/board meeting

City of Lodi
Proposal No. 10045

Our estimated costs include the scope and services of required sub-studies (i.e. biology, archaeology, etc.), and will be performed concurrently with the general CEQA process. The main sub-studies includes general biological review and surveying (Moore Biology, Inc.), Giant Garter Snake (GGS) consultant review (Dudek, Inc.), and Archaeological Pedestrian Survey (APS) review by Tremaine Associates and/or Michael Baker (Formerly PMC).

Table 1. Cost Breakout

TASK #	DESCRIPTION	UNIT	RATE	TOTAL FEE
1	IS/MND Preparation (Draft)	140	\$110.00	\$15,400.00
2	IS/MND Preparation (Final)	60	\$110.00	\$6,600.00
3	Preparation of NOC and File Fees*	1	\$3,250.00	\$3,250.00
4	Public Meetings and Outreach	1	\$7,500.00	\$7,500.00
5	Biological Consultant**	100	\$165.00	\$16,500.00
6	Archaeological Study/Survey**	95	\$145.00	\$13,775.00
7	Senior Technical Review	20	\$185.00	\$3,700.00
Total Fees (Time and Materials)				\$66,725.00

* State Filing Fees of \$2,210 for a Mitigated Negative Declaration

** Includes Petralogix Oversight Fees and Markup of 10%

Table 2. Schedule of Services

TASK #	DESCRIPTION	TOTAL FEE
1	IS/MND Preparation (DRAFT)	5-6 Weeks
2	IS/MND Preparation (FINAL) - Fast Tracked	10-12 Weeks
3	Preparation of NOC and File Fees	1 Week
4	Public Meetings and Outreach	--
5	Biological Consultant*	4-5 Weeks
6	Archaeological Study/Survey	6-7 Weeks
7	Senior Technical Review	--

* Subject to Seasonal Restrictions - Need to Begin Immediately

-- Concurrent with Other Activities

Due to the requirement that the CEQA process be completed in order to receive grant funding, we recommend proceeding with this process as quickly as possible. In addition, all biological surveys need to be completed within the next month, or the process could be postponed until next spring.

We appreciate the opportunity to propose on this project and look forward to working on it. If you have any questions feel free to call or write at any time.

Warm Regards,



Daniel E. Kramer, President
Professional Geologist #8657



Insurance Requirements for Consultant 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**
 \$1,000,000 Each Occurrence
 \$2,000,000 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.
- 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.

- (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.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	10/22/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	530		32205	Fund Balance	\$ 100,000.00
B. USE OF FINANCING	530	53053003	72450	WSWPCF - Professional Services	\$ 100,000.00

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

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

Professional Services Agreement with Petralogix Engineering for engineering and environmental services to White Slough.

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

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

Department Head Signature: Wally Sanchez

8. APPROVAL SIGNATURES

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

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PETRALOGIX ENGINEERING, OF GALT, FOR ENGINEERING AND ENVIRONMENTAL SERVICES FOR WHITE SLOUGH WATER POLLUTION CONTROL FACILITY AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, White Slough Water Pollution Control Facility was recently selected by the California Department of Water Resources to receive a \$4,600,000 Proposition 84 grant that is only offered to agencies located within the Sacramento San Joaquin Delta Area; and

WHEREAS, Petralogix Engineering was instrumental in identifying the grant opportunity and preparing the grant application; and

WHEREAS, the next step in the grant award process will be to complete an environmental review of the project under the guidelines set forth in California Environmental Quality Act; and

WHEREAS, Petralogix Engineering is currently under contract to provide grant funding award assistance to the City of Lodi by facilitating the re-scoping of the project to match the amount of the grant and working with the California Department of Water Resources to receive funding credit for past work performed within the project area; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Petralogix Engineering, of Galt, for engineering and environmental services relating to White Slough Water Pollution Control Facility, in an amount not to exceed \$66,725, and further appropriate funds in the amount of \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Petralogix Engineering, of Galt, California, for engineering and environmental services relating to White Slough Water Pollution Control Facility, in an amount not to exceed \$66,725; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated to cover the contract work and associated staff time.

Dated: November 4, 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 November 4, 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 Amendment No. 1 to Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for Geographical Information System Consulting Services (\$40,650)

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for geographical information system consulting services in the amount of \$40,650.

BACKGROUND INFORMATION: On March 21, 2012, Council authorized Interwest Consulting Group (Interwest) to replace the City's outdated geographical information system (GIS) viewer with Environmental Systems Research Institute, Inc. (ESRI) software. This work allows more complex GIS functionality and is now the foundation for expanding department specific GIS capabilities.

On April 2, 2014, the City Council authorized a Professional Services Agreement with Interwest to provide oversight and support services for the various GIS projects in order to assure consistency in database design and department-wide access to non-sensitive GIS data. On April 7, 2015, a one-year extension was executed. At the time of execution, the yearly estimated cost was not included in the extension. Staff is requesting approval to add \$30,000 for the one-year extension that is already executed.

On March 18, 2013, the City contracted with Websoft Developers to design and integrate an asset management system for the underground utilities (water, wastewater, and storm drain). Part of the task is to convert the City's utility system into Local Government Information Model (LGIM) format. The LGIM format is the standard GIS format which is used by local agencies and will ensure the success of the City's GIS system. The conversion was completed by Websoft Developers in 2015. To assist the integration into the City's GIS mapping system, staff proposed to retain Interwest to perform the integration of the LGIM data with the City on-line mapping system. The cost of the integration is estimated to be \$10,650.00.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Funding for the agreement is from Water, Wastewater and Stormwater operating accounts as specific work is performed.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/tb

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

INTERWEST CONSULTING GROUP
ON-CALL SERVICES FOR GIS

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this ____ day of November, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on April 15, 2014 and Contract Extension on April 7, 2015 as set forth collectively in Exhibit 1; and
2. WHEREAS, CITY requested to amend said Agreement to expand the Scope of Services as set forth in Exhibit 2; and
3. WHEREAS, CITY requested to increase the annual cost from \$30,000 to \$40,650, and extend the term of the Agreement to April 14, 2017; and
4. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Scope of Services and increase the fees by \$10,650.00 as set forth in Exhibit 2, for an annual cost of services of \$40,650, and extend the term of the Agreement to April 14, 2017.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 2015.

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

INTERWEST CONSULTING GROUP
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

MICHAEL KASHIWAGI
Director of Municipal Services

Attest:

JENNIFER M. FERRAILOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

CONTRACT EXTENSION AGREEMENT

INTERWEST CONSULTING GROUP
ON-CALL GIS TECHNOLOGY SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 7th day of April, 2015, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and INTERWEST CONSULTING GROUP, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a Professional Services Agreement for On-Call Services for GIS on April 15, 2014.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall commence April 15, 2015 and terminate April 14, 2016. All other terms and conditions will remain as set forth in the Professional Services Agreement for Interwest Consulting Group On-Call Services for GIS, attached hereto as Attachment 1 and made a part hereof as though fully set forth herein.

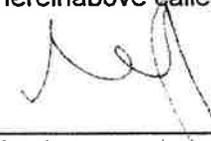
IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

Interwest Consulting Group
hereinabove called "Contractor"



 By: STEPHEN SCHWABAUER
 City Manager



 By: Michael Kashiwagi
 Title: Director of Municipal Services

Attest:



 JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:



 JANICE D. MAGDICH, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on April 9, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (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 On-Call GIS Technology Services (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 April 15, 2014 and terminates upon the completion of the Scope of Services or on April 14, 2015, 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 three (3) 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: Charlie Swimley, City Engineer/Deputy PW Director

To CONTRACTOR: Interwest Consulting Group
 9300 W. Stockton Blvd., Ste. 105
 Elk Grove, CA 95759
 Attn: Gina Wong

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:



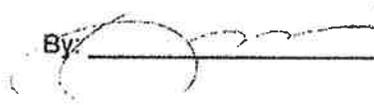
RANDI JOHL-OLSON
City Clerk

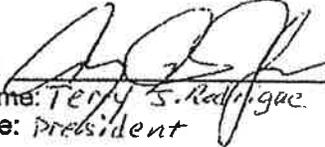


STEPHEN SCHWABAUER
Interim City Manager

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

INTERWEST CONSULTING GROUP

By: 

By: 

Name: Terry S. Rodriguez
Title: President

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

**Funding Source: Various Operating Funds
(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\2014\Interwest2014

CA:Rev.03.2014

**INTERWEST CONSULTING GROUP
GIS SOLUTIONS TEAM**



**CITY OF LODI, CA
GIS STEERING COMMITTEE**

March 14, 2014

**SCOPE AND QUOTATION FOR :
ON CALL GIS TECHNOLOGY SERVICES**

Introduction

This proposal supports an extension of the On Call GIS Technology Services contract established in February 2013. Interwest will continue to provide the services listed in the scope described below. Our hourly rates have not changed and we will work under the same not to exceed fee.

Scope of Services

On call Services - - Interwest will provide ongoing GIS Technology support to the city as needed to further the growth of the city's GIS program. At the request of the City, Interwest will provide strategic support and technical implementation in support of the City's GIS. The tasks to be included in these on call services shall relate to the following areas of service:

- Strategic Support and Planning
- Infrastructure and System administration
- Data maintenance and development
- Project Management of GIS projects and GIS integration.
- GIS Viewer expansion and modifications
- Geocortex software Administration
- Database, Server and Network Consultation
- GIS Training

Cost

Title	Hourly Rate
GIS Project Manager	\$120
Sr. GIS Analyst	\$105
GIS Analyst	\$85
GIS Technician	\$55
Database/Network Engineer	\$105

On Call GIS Services	Not to Exceed
	<u>\$30,000</u>

Request for Services

Interwest will provide a simple request template that can be submitted by email. The city shall designate a representative(s) that will authorize the request for services. For ongoing or repetitive tasks a single request for service can be submitted specifying the regular needs. (i.e. monthly webmap updates).

Invoicing

Interwest will complete the request for services and submit a monthly invoice. This will be tracked against the not to exceed amount. When the remaining balance is below \$5,000 Interwest Accounting will provide an alert regarding the remaining balance.

Ongoing Support

If custom applications or processes are created during the on-call service period, Interwest will provide an additional 30 day warranty after the on-call service agreement ends. As such our staff will provide remote support (phone and/or remote login) to repair the application or process as needed to ensure its stability. After the 30 day warranty period, support of custom applications and processes will be billed hourly.



EXHIBIT C

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

- | | |
|--|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

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

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

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

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

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

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

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

**INTERWEST CONSULTING GROUP
GIS SOLUTIONS TEAM**



CITY OF LODI, CA

July 2, 2015

SCOPE AND ESTIMATE FOR:

LGIM Data Changes to Geocortex, Reports, and Training

Introduction

The City adopted Esri's LGIM for their storm, wastewater, and water feature classes. These changes in SDE will require updates to the mxds that are used to create the Geocortex map services, the configuration of these layers in the internal and external viewers; updates to the reports on the GIS home page, and training of city staff.

Scope of Services

MXDs and Map Services

Update internal and external MXDs and publish map services.

Geocortex Map Viewers

- Reconfigure 12 existing feature classes
- Configure 12 new feature classes in both the internal and external GIS viewers.
- Update hydrant workflow
- Update public works theme

SQL Reports

- Update GIS homepage report for Hydrants

Setup SDE for Editing

- Modify database for staff to edit
- Create edit version
- Modify SDE service for AutoCAD
- Modify backend SDE scripts for database maintenance
- Create auto number for 12 feature classes

Requirements Gather, Training and User Acceptance

- Requirements Gathering
- User Acceptance
- GIS Training for staff

Feature Classes (*New feature classes)

Storm

- Pump Stations Outfalls Gates
- Storm Drain Manholes
- Storm Drain Lines
- Catch Basins
- Catch Basin Laterals
- Proposed Basins*
- Watershed Areas*

Wastewater

- Wastewater Spills*
- Wastewater Blockages*
- Wastewater Manhole
- WW Lift Stations*
- WW Grease Traps*
- Wastewater Cleaning*
- Wastewater Lines
- Wastewater Services*

Water

- Fire Hydrants
- Water Valves
- Wells & Storage
- Water Lines
- Water Services
- Abandoned Water Valves*
- Abandoned Water Lines*
- Eastside Boundary*
- Pump Station*

Cost

MXDs and Map Services	\$ 3,360.00
Geocortex Map Viewers	\$ 4,200.00
SQL Reports	\$ 360.00
Setup SDE for Editing	\$ 630.00
Requirements Gathering, Training, User Acceptance	\$ 2,100.00
Estimated Costs from current contract	\$10,650.00

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES
AGREEMENT WITH INTERWEST SYSTEM
CONSULTING GROUP, OF ELK GROVE, FOR
GEOGRAPHICAL INFORMATION SYSTEM
CONSULTING SERVICES

=====

WHEREAS, Interwest System Consulting Group and the City entered into a Professional Services Agreement on April 15, 2014, and a Contract Extension on April 7, 2015; and

WHEREAS, the City requested to amend said Agreement to expand the Scope of Services and fees; and

WHEREAS, the City requested to increase the annual cost to \$40,650 and extend the term of the Agreement to April 14, 2017; and

WHEREAS, staff recommends executing Amendment No. 1 to the Professional Services Agreement with Interwest Consulting Group for geographical information system consulting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Interwest Consulting Group, of Elk Grove, California, for geographical information system consulting, to expand the Scope of Services and increase the fees by \$10,650, for an annual cost of service not to exceed \$40,650 annually; and

BE IT FURTHER RESOLVED that the term of this Amended Agreement be extended to and including April 14, 2017.

Dated: November 4, 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 November 4, 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 Appropriating \$10,000 for Parks, Recreation and Cultural Services Copier Purchase

MEETING DATE: November 4, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution appropriating \$10,000 for Parks, Recreation and Cultural Services Copier Purchase.

BACKGROUND INFORMATION: The Recreation Division's copier was purchased in 2007 as part of a group purchase for the City from Ikon Office Solutions. Some other departments have already replaced their copiers from that group purchase.

PRCS needs to replace its Canon IRC5185I copier for two main reasons: 1) It requires numerous repairs due to wear over nearly nine years; and 2) the space designated for a copier in the new City Hall Annex is not big enough for the current machine.

The department's FY 2015/16 budget did not include funding for a new copier. Staff seeks an additional appropriation to cover this cost.

FISCAL IMPACT: \$10,000 from PRCS Fund 200.

FUNDING AVAILABLE: PRCS fund balance is \$229,204 as of June 30, 2015.

Jordan Ayers, Deputy City Manager/Internal Services Director

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jeff Hood, PRCS Director** 5. DATE: **10/27/15**
 4. DEPARTMENT/DIVISION: **PRCS/Recreation**

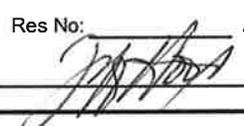
6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	200		32205	PRCS fund balance	\$10,000
B. USE OF FINANCING	200	20073001	77030	Machinery & Equipment	\$10,000

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

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

Appropriation needed to purchase new copier for new PRCS offices in City Hall Annex. Existing copier is nearly 9 years old, will not fit in new space designated for copier, and is need of constant repairs.

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

Meeting Date: 11/4/15 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: _____ 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROPRIATING \$10,000 FOR PARKS, RECREATION, AND
CULTURAL SERVICES COPIER PURCHASE

=====

WHEREAS, the Recreation Division's Canon IRC5185I copier was purchased in 2007 as part of a group purchase for the City from Ikon Office Solutions; and

WHEREAS, the Parks, Recreation, and Cultural Services Department needs to replace its Canon IRC5185I copier as it requires numerous repairs due to wear over nearly nine years of usage, and the space designated for a copier in the new City Hall Annex is not adequate to house the current machine; and

WHEREAS, Parks, Recreation, and Cultural Services does not have funds budgeted at this time for a large equipment purchase; and

WHEREAS, staff respectfully requests that the City Council approve an appropriation of \$10,000 from Account No. 20073001.77030 (Recreation Administration, Machinery & Equipment), by drawing on the available balance within the Parks, Recreation, and Cultural Services fund (200) balance.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate \$10,000 for the purchase of a Canon IR C5240A copier for Parks, Recreation, and Cultural Services by transferring that amount from its fund balance to Account No. 20073001.77030.

Dated: November 4, 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 November 4, 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 Impact Mitigation Fee Program Annual Report for Fiscal Year 2014/15

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2014/15.

BACKGROUND INFORMATION: The City's Development Impact Mitigation Fee (IMF) program consists of 10 separate fee categories/funds, plus the public art set-aside. They are Electric, Water, Wastewater, Streets, Regional Transportation, Storm, Police, Fire, Parks and Recreation, and General City Facilities. The fees can only be used for new capital improvements/ equipment needed to accommodate new growth. The fees were established in 1991 and updated in 2012.

In accordance with the State's annual reporting requirements, staff has prepared the following exhibits:

Exhibit A - A summary of the current fees, beginning and ending balances for each fee account, total fees collected, interest earned, and total expenditures from each account for FY 2014/15.

Exhibit B - A summary by account of public improvement projects on which fees were expended during FY 2014/15.

Revenue from some of the funds is being used to reimburse other funds for costs of past projects that were advanced ahead of the funds being available. These include a \$1.17 million loan from the Water IMF Fund to the Fire IMF Fund for construction of Fire Station No. 4 and a General City Facilities IMF Fund loan due of \$55,000 to Storm IMF Fund for the Impact Fee Program Update.

Per State law, this information needs to be available to the public at least 15 days prior to review by the City Council. This information has been posted on the City's website and media, such as the *Lodi News Sentinel* and the *Stockton Record*, have been notified of the report's availability.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/tb
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2014/15 Annual Report											
4												
5												
6	Fee:	Electrical	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	505	533	562	535	308	314	435	436	437	438	434
8												
9	Fee Amount	336	1,720	1,263	567	289	3,028	307	157	1,584	251	33
10												
11	Fund Balance - Beginning of Year	749,453.32	64,667.61	1,217,518.55	734,340.27	330,336.45	745,407.25	36,417.68	(1,173,779.53)	381,391.56	(41,169.15)	165,917.69
12												
13	Revenues:											
14	Investment Revenues		1,576.94	258.97	3,806.07	2,038.66	2,397.15	329.79	113.35	1,685.97	212.07	650.28
15	Impact Mitigation Fees	163,985.13	76,479.92	20,298.70	107,513.69	22,123.06	90,121.35	10,676.30	8,357.48	28,643.76	8,806.54	1,583.88
16	Other Revenue											
17												
18	Total Revenue	163,985.13	78,056.86	20,557.67	111,319.76	24,161.72	92,518.50	11,006.09	8,470.83	30,329.73	9,018.61	2,234.16
19												
20												
21	Expenditures:											
22	Capital Projects	0.00	0.00	0.00	0.00	0.00	(505,814.95)	0.00	0.00	(53,642.70)	0.00	(25,950.00)
23												
24	Total Expenditures	0.00	0.00	0.00	0.00	0.00	(505,814.95)	0.00	0.00	(53,642.70)	0.00	(25,950.00)
25												
26												
27	Other Sources (Uses):											
28	Operating Transfers In											
29	Operating Transfers Out		(100,000.00)									
30												
31	Total Other Sources (Uses)	0.00	(100,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32												
33												
34	Total Fund Balance - End of Year	913,438.45	\$42,724.47	\$ 1,238,076.22	\$845,660.03	\$354,498.17	332,110.80	\$47,423.77	(\$1,165,308.70)	\$358,078.59	(\$32,150.54)	\$142,201.85
35	Change in Receivables/Payables (2)	(6,870.00)	(33,852.00)	(16,720.65)	(340.04)	(17,393.22)	(210.02)	(9,347.89)	(7,495.77)	(26,987.60)	(7,635.83)	(1,393.80)
36	Interfund Loans			(1,174,024.89)	(55,000.00)				1,174,024.89		55,000.00	
37	Cash Balance - End of Year	\$906,568.45	\$8,872.47	\$ 47,330.68	\$790,319.99	\$337,104.95	\$331,900.78	\$38,075.88	\$1,220.42	\$331,090.99	\$15,213.63	\$140,808.05
38												
39												
40		(1) Fees listed are for one unit of residential low density. RTIF fee listed is for one residential single family dwelling unit equivalent.										
41		Water/Wastewater fees are per 3/4" residential meter.										
42		Electrical fees listed are for Residential for a 200 amp panel.										
43												
44		(2) Difference between investments and accounts/retentions payable.										

Cell: C29

Comment: Transfer to pay for portion of debt service attributed to future users.

Cell: D36

Comment: Loan to Fire IMF for Fire Station #4 project.

Cell: E36

Comment: Loan to General City Facilities IMF for the IMF update

Cell: I36

Comment: Loan from Water IMF for Fire Station #4 project.

Cell: K36

Comment: Loan from Storm IMF for the IMF update

EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2014/15

Account No.	Description	Electrical 505	Wastewater 531	Water 561	Storm Drain 535	Streets 308	RTIF 314	Police 435	Fire 436	Parks & Rec 437	General Facilities 438	Art in Public PI 434
	Harney Lane Grade Separation						505,814.95					
	Seward Johnson Atelier Traffic Control Box Art											24,000.00 1,950.00
	Strategic Plan									53,642.70		
	Total	0.00	0.00	0.00	0.00	0.00	505,814.95	0.00	0.00	53,642.70	0.00	25,950.00

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE IMPACT MITIGATION FEE PROGRAM
ANNUAL REPORT FOR FISCAL YEAR 2014-15

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Impact Mitigation Fee Program Annual Report for Fiscal Year 2014-15, as shown on Exhibits A and B attached and made a part of this Resolution.

Dated: November 4, 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 November 4, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2014/15 Annual Report											
4												
5												
6	Fee:	Electrical	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	505	533	562	535	308	314	435	436	437	438	434
8												
9	Fee Amount	336	1,720	1,263	567	289	3,028	307	157	1,584	251	33
10												
11	Fund Balance - Beginning of Year	749,453.32	64,667.61	1,217,518.55	734,340.27	330,336.45	745,407.25	36,417.68	(1,173,779.53)	381,391.56	(41,169.15)	165,917.69
12												
13	Revenues:											
14	Investment Revenues		1,576.94	258.97	3,806.07	2,038.66	2,397.15	329.79	113.35	1,685.97	212.07	650.28
15	Impact Mitigation Fees	163,985.13	76,479.92	20,298.70	107,513.69	22,123.06	90,121.35	10,676.30	8,357.48	28,643.76	8,806.54	1,583.88
16	Other Revenue											
17												
18	Total Revenue	163,985.13	78,056.86	20,557.67	111,319.76	24,161.72	92,518.50	11,006.09	8,470.83	30,329.73	9,018.61	2,234.16
19												
20												
21	Expenditures:											
22	Capital Projects	0.00	0.00	0.00	0.00	0.00	(505,814.95)	0.00	0.00	(53,642.70)	0.00	(25,950.00)
23												
24	Total Expenditures	0.00	0.00	0.00	0.00	0.00	(505,814.95)	0.00	0.00	(53,642.70)	0.00	(25,950.00)
25												
26												
27	Other Sources (Uses):											
28	Operating Transfers In											
29	Operating Transfers Out		(100,000.00)									
30												
31	Total Other Sources (Uses)	0.00	(100,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32												
33												
34	Total Fund Balance - End of Year	913,438.45	\$42,724.47	\$ 1,238,076.22	\$845,660.03	\$354,498.17	332,110.80	\$47,423.77	(\$1,165,308.70)	\$358,078.59	(\$32,150.54)	\$142,201.85
35	Change in Receivables/Payables (2)	(6,870.00)	(33,852.00)	(16,720.65)	(340.04)	(17,393.22)	(210.02)	(9,347.89)	(7,495.77)	(26,987.60)	(7,635.83)	(1,393.80)
36	Interfund Loans			(1,174,024.89)	(55,000.00)				1,174,024.89		55,000.00	
37	Cash Balance - End of Year	\$906,568.45	\$8,872.47	\$ 47,330.68	\$790,319.99	\$337,104.95	\$331,900.78	\$38,075.88	\$1,220.42	\$331,090.99	\$15,213.63	\$140,808.05
38												
39												
40		(1) Fees listed are for one unit of residential low density. RTIF fee listed is for one residential single family dwelling unit equivalent.										
41		Water/Wastewater fees are per 3/4" residential meter.										
42		Electrical fees listed are for Residential for a 200 amp panel.										
43												
44		(2) Difference between investments and accounts/retainages payable.										

Cell: C29

Comment: Transfer to pay for portion of debt service attributed to future users.

Cell: D36

Comment: Loan to Fire IMF for Fire Station #4 project.

Cell: E36

Comment: Loan to General City Facilities IMF for the IMF update

Cell: I36

Comment: Loan from Water IMF for Fire Station #4 project.

Cell: K36

Comment: Loan from Storm IMF for the IMF update

**EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2014/15**

Account No.	Description	Electrical 505	Wastewater 531	Water 561	Storm Drain 535	Streets 308	RTIF 314	Police 435	Fire 436	Parks & Rec 437	General Facilities 438	Art in Public PI 434
	Harney Lane Grade Separation						505,814.85					
	Seward Johnson Atelier											24,000.00
	Traffic Control Box Art											1,950.00
	Strategic Plan									53,642.70		
	Total	0.00	0.00	0.00	0.00	0.00	505,814.95	0.00	0.00	53,642.70	0.00	25,950.00



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving City of Lodi Post-Construction Stormwater Development Standards Manual

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving City of Lodi Post-Construction Stormwater Development Standards Manual.

BACKGROUND INFORMATION: On February 5, 2013, the State Water Resources Control Board adopted Order 2013-0001-DWQ, which updated the State's General Permit for the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Stormwater Permit. This Phase II MS4 permit required permittees to develop or update post-construction standards regulating new development and redevelopment projects to address stormwater quality.

The City of Lodi collaborated with the following agencies for the development of these standards: County of San Joaquin, Cities of Lathrop, Manteca, Patterson and Tracy. Each of these agencies is subject to the NPDES Phase II MS4 stormwater general permit.

FISCAL IMPACT: The cost of implementing these required State standards would be borne by the developers of all new development and qualifying significant redevelopment. Ongoing annual inspections will be billed to the property owner when service is rendered.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/tb

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE CITY OF LODI POST-CONSTRUCTION STORMWATER
DEVELOPMENT STANDARDS MANUAL

=====

WHEREAS, on February 5, 2013, the State Water Resources Control Board adopted Order No. 2013-0001-DWQ, which updated the State's General Permit for the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System (MS4) Stormwater Permit; and

WHEREAS, this Phase II MS4 permit required permittees to develop or update post-construction standards regulating new development and redevelopment projects to address stormwater quality; and

WHEREAS, the City of Lodi collaborated with San Joaquin County and the Cities of Lathrop, Manteca, Patterson, and Tracy to develop the standards included in the manual; and

WHEREAS, staff recommends that the City Council approve the City of Lodi Post-Construction Stormwater Development Standards Manual, a copy of which is on file in the City of Lodi Public Works Department.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi Post-Construction Stormwater Development Standards Manual.

Dated: November 4, 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 November 4, 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

AGENDA TITLE: Set Public Hearing for December 16, 2015, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for December 16, 2015, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION: The City Council has made numerous water rate decisions over the past few years. A summary of the past years water rate changes to the Engineering News Record (ENR) index change is provided in

Attachment A. The purpose of this table is to demonstrate that past rate increases have frequently been below those approved.

At the July 16, 2014 Public Hearing, City Council approved a restructured water rate schedule to be implemented over the three-year period from 2014 through 2016. Two principal elements of the restructuring were a decrease in residential (3/4-inch meter size) monthly base charge and a decrease in the three-tiered residential commodity charge and an increase in the single-tiered non-residential and multi-family commodity charge.

On May 7, 2014, City Council approved a five-year program of rate adjustments for water, wastewater and solid waste services. For the water and wastewater utilities, the approved annual rate adjustment is the lesser of the ENR index change or three percent. The previous year ENR index change was 1.975 percent and staff is recommending a water rate increase of 1.975 percent. A summary of current and proposed rates for flat rate and usage-based rate customers is provided in Attachment B. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from \$45 to \$45.89 or \$0.89 per month. A metered resident using 1,800 cubic feet of water per month will see a decrease from \$43.05 to \$40.63 or \$2.42 per month.

FISCAL IMPACT: Increased revenues to the water utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/tb
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Attachment A

Programmed and Implemented Rate Adjustments

Water

Year	Programmed	Implemented
2009	3.10 ⁽¹⁾	0
2010	0.73 ⁽¹⁾	0
2011	5.98 ⁽²⁾	2
2012	2.53 ⁽³⁾	2.2
2013	2.50 ⁽³⁾	2.5
2014	3.30 ⁽³⁾	2.5
2015	2.00 ⁽³⁾	2.0 ⁽⁴⁾
2016	1.975 ⁽³⁾	1.975 ⁽⁴⁾

(1) Consumer Price Index change

(2) Consumer Price Index change (December 2008 through December 2010)

(3) Engineering News Record Index change

(4) Recommended by Staff

Attachment B
City of Lodi
Current and Proposed Flat Water Rates

			Future Rate Ceiling (2)		
	Current (Jan. 2015)	Proposed (Jan. 2016)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	1.975%	3.0%	3.0%	3.0%
FLAT RATES					
<i>Single Family Residential</i>					
1 Bedroom	\$ 31.26	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
2 Bedroom	\$ 37.55	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84
3 Bedroom	\$ 45.00	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15
4 Bedroom	\$ 54.07	\$ 55.14	\$ 56.79	\$ 58.49	\$ 60.24
5 Bedroom	\$ 64.85	\$ 66.13	\$ 68.11	\$ 70.15	\$ 72.25
6 Bedroom	\$ 77.83	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
7 Bedroom	\$ 99.33	\$ 101.29	\$ 104.33	\$ 107.46	\$ 110.68
<i>Multi-Family (1)</i>					
1 Bedroom	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
2 Bedroom	\$ 32.19	\$ 32.83	\$ 33.81	\$ 34.82	\$ 35.86
3 Bedroom	\$ 38.64	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05
<i>Mobile Homes</i>					
Any Size	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>					
Existing unmetered	Varies	+1.975%	+3.0%	+3.0%	+3.0%

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
- (2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (3)		
	Current (Jan. 2015)	(Jan. 2016) (2)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
Rate Increase -->		1.975%	3.0%	3.0%	3.0%
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 68.95	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 108.77	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
Multi-Family and Non-Residential (1)					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 68.95	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 93.26	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
3" meter	\$ 160.61	\$ 183.98	\$ 189.50	\$ 195.19	\$ 201.05
4" meter	\$ 252.33	\$ 304.59	\$ 313.73	\$ 323.14	\$ 332.83
6" meter	\$ 476.15	\$ 605.85	\$ 624.03	\$ 642.75	\$ 662.03
8" meter	\$ 740.68	\$ 967.52	\$ 996.55	\$ 1,026.45	\$ 1,057.24
10" meter	\$ 1,045.83	\$ 1,389.57	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.96	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.32	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.68	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.08	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule reflects the third year of the 3-year rate structure phasing, as well as the adjustment due to ENR indexing.
- (3) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to Consider Adoption of Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees For 2016

MEETING DATE: November 4, 2015

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a Public Hearing to consider adoption of resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2016.

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

According to the San Joaquin Council of Governments (SJCOG), it is necessary for all jurisdictions covered by the Plan to adopt the annual Habitat Conservation Plan (HCP) fees in order for those jurisdictions to continue to participate in the Plan. SJCOG adopted a financial analysis model in late 2006 to calculate development fees. The Financial Analysis Model also established a formula method that provides for future annual adjustments of the fee schedule based on the established criteria. Utilizing this formula, the SJCOG has established a new fee schedule for 2016 (Exhibit A). 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. An explanation of the analysis methodology is included in the SJCOG staff report (Exhibit B).

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 and expire December 31, 2016. The fees will be paid by land owners who develop their property with projects that are subject to the fees.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

Attachments:

- 1) Fee Schedule for 2016
- 2) SJCOG Staff Report w/Fee Analysis Update summary



SJCOG, Inc.

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

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

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.

September 2015
SJCOG, Inc.

Staff Report

SUBJECT: 2016 SJMSCP Development Fees

RECOMMENDED ACTION: Motion to Approve the 2016 SJMSCP Development Fees as Adjusted Pursuant to Land Sale Comparables and Consumer Price Index

DISCUSSION:

SUMMARY:

Under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), SJCOG, Inc., as administrators of the habitat plan, have requirement for establishment of the annual development fee for each calendar year. The current model used has been adopted by the SJCOG, Inc. Board originally in 2006 and updated portions in 2013 with the Habitat Technical Advisory Financial Sub-Committee, HTAC and SJCOG, Inc. approval. Because of an unexpected interruption to the 4-5 year review with California Department of Fish and Wildlife representative being transferred, the SJMSCP is relying on the existing model to establish the 2016 fees for the next calendar year (January 1 – December 31, 2016).

Following the same procedures under the SJCOG, Inc. Board-adopted financial analysis and jurisdiction approved process for establishing the SJMSCP development fees for the various habitat categories that has been in place since 2013’s update, SJCOG, Inc. staff and the Habitat Technical Advisory Committee (HTAC) Financial Subcommittee completed the 2016 SJMSCP Fee Analysis. The outcome is an increase of 7.24% to the habitat development fees from the prior year.

The result was an increase in the fees from 2015 to 2016 as shown in the table 1 and 2 below.

Table 1 - 2016 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Open Space	\$5,206.81	\$1,651.07	\$949.55	\$7,807.42	\$7,807
AG/Natural	\$10,413.61	\$3,302.13	\$1,880.37	\$15,596.11	\$15,596
Vernal Pool (grasslands)	\$39,415.32	\$621.84	\$6,831.53	\$46,868.70	\$46,869
Vernal Pool (wetted)	\$39,415.32	\$44,025.87	\$6,831.53	\$90,272.73	\$90,273

Table 2 - 2015 SJMSCP Development Fees

<i>Habitat Type</i>	<i>Category A</i>	<i>Category B</i>	<i>Category C</i>	<i>Total Fee</i>	<i>Rounded Fee</i>
<i>Open Space</i>	\$4,713.60	\$1,629.88	\$937.36	\$7,280.85	\$7,281
<i>AG/Natural</i>	\$9,427.21	\$3,259.76	\$1,856.24	\$14,543.20	\$14,543
<i>Vernal Pool (grasslands)</i>	\$35,426.16	\$613.86	\$6,743.86	\$42,783.89	\$42,784
<i>Vernal Pool (wetted)</i>	\$35,426.16	\$43,460.88	\$6,743.86	\$85,630.91	\$85,631

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process led by local jurisdiction staff outside the habitat plan. By opting for participation, the project can choose any number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Or, the project proponent can chose to not participate in the plan and fulfill mitigation requirements on their own with state and federal permitting agencies.

RECOMMENDATION:

The HTAC Financial Subcommittee and SJCOG, Inc. staff recommends the HTAC recommend to the SJCOG, Inc. Board adoption of the 2016 SJMSCP Development Fees, as adjusted pursuant to the land sale comparables and consumer price index.

FISCAL IMPACT:

Development fees will provide funding for SJCOG, Inc. to mitigate project impacts covered under the SJMSCP permits for the subsequent calendar year.

BACKGROUND:

In accordance with the SJMSCP and the updated financial analysis model adopted by the SJCOG, Inc. Board for current and future fee updates, SJCOG, Inc. staff shall notify each local jurisdiction regarding proposed annual adjustments to the SJMSCP development fees. The development fees are calculated using a formula method which will be adjusted annually as shown in the table below [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees. The

development fees established must be adopted by each of the jurisdictions and would become effective on January 1st of the subsequent year for projects using the SJMSCP.

Category A (acquisition) - Comparables

This category is directly related to land valuation based on comparables which occur in specific zones of the plan. This category is evaluated on a yearly basis by taking all qualified comparables in each zone, including SJCOG, Inc. easements, to set a weighted cost per acre using the same methodology as in the 2006 Financial Analysis Update created by EPS and recently updated in 2013 by the Habitat Technical Advisory Financial Sub-Committee, HTAC and SJCOG, Inc. approval. The SJCOG, Inc. easements are evaluated using the appraised value of the property in the before condition to be included with the fee title sales of other property occurring in San Joaquin County meeting specific criteria below. The final weighted cost per acre of each zone is calculated into a blended rate under SJMSCP Fee Category A (acquisition) figure for each habitat type (*Attachment 1-Tables A-D*).

The criteria to determine valid comparables used in the weighted calculation are:

1. All SJCOG, Inc. transactions (fee title and appraised value of unencumbered property)
2. Sales not less than 40 acres
3. Sales not greater than 500 acres
4. No parcels with vineyard or orchard (except SJCOG, Inc. transactions for special needs)
5. Must be land which would fulfill mitigation under the plan
6. Comparable sales reviewed by Habitat Technical Advisory Financial Sub-committee
7. Not greater than 2 years old from the date of June 30th of each year with all acceptable comparables included (criteria 1-5). A minimum of 10 acceptable comparables are required for analysis. If the minimum of 10 transactions are not available, the time period will extend at 3 month intervals prior to the beginning date until 10 comparables are gathered.

The Category A component predominately makes up the bulk of the overall fee under the SJMSCP for those development projects which elect to pay the full fee rather than dedicating land in lieu of the fee. From the review of the current land value sales, SJCOG, Inc. staff has seen the value of agricultural lands increase immensely over the last two years from the prior comparable land sales. Most of the increase in value maybe attributed to speculation of water rights, the potential conversion of the land from row and field crops to permanent crops which yield a very high return on investment or both the above reasons. The outcome for whatever reason causes the Category A component of the SJMSCP fee to drive the overall fee upward. SJCOG, Inc. staff is expecting the trend to continue into the near future and continues to educate the development community to control the costs by dedication of land rather than the full fee.

The calculation results in a **10.47%** increase to the Agricultural/Natural Habitat type of Category A (acquisition) component to be **\$10,413.67**.

Category B (assessment & enhancement) - Consumer Price Index

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (June – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **1.3%**.

The calculation results in an increase of the Agricultural/Natural Habitat type Category B (Assessment & Enhancement) component to be **\$3,302.13**.

Category C (management & administration) - Consumer Price Index

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (June – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **1.3%**.

The calculation results in an increase of the Agricultural/Natural Habitat type Category C (Management & Administration) component to be **\$1,880.37**.

SJCOG, Inc. staff calculated the fees using the SJMSCP Financial Analysis formula model [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)] which is shown in Table 1-8 and final fee table in *attachment 2*. The overall result in the calculations is a **7.24%** increase in the fees for 2016 shown in the table below.

Table 3: 2016 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Open Space	\$5,206.81	\$1,651.07	\$949.55	\$7,807.42	\$7,807
AG/Natural	\$10,413.61	\$3,302.13	\$1,880.37	\$15,596.11	\$15,596
Vernal Pool (grasslands)	\$39,415.32	\$621.84	\$6,831.53	\$46,868.70	\$46,869
Vernal Pool (wetted)	\$39,415.32	\$44,025.87	\$6,831.53	\$90,272.73	\$90,273

The SJMSCP process allows projects which participate under the county-wide habitat plan to realize pre-determined streamlined processing of the project through an otherwise cumbersome regulatory process in a much shorter period of time and cost than navigating outside the plan. By opting for participation and realizing the benefits of the SJMSCP, the project can choose any number of ways to mitigate the impacts of the project through the plan. The SJMSCP allows projects to choose one or multiple mitigation options like simply pay a fee, redesign the project to avoid/minimize impacts, provide land in lieu of the SJMSCP fee which the project will negotiate the costs on their own, or a combination of the options.

On Wednesday, August 12, the Financial Subcommittee made a recommendation to the HTAC for recommendation to the SJCOG, Inc. Board to approve the 2016 SJMSCP Development Fee model which will be a 7.24% increase in fee from 2015 to 2016 based on the annual financial analysis comparable land sales and model run. At the September 2015 HTAC meeting, the full committee reviewed and made the recommendation to the SJCOG, Inc. Board to approve the 2016 SJMSCP Development Fees for the plan during the SJCOG, Inc. portion of the Board meeting on September 24, 2015. If recommended and approved by the Board, SJCOG, Inc. staff will be working with the local jurisdiction staff to schedule the matter at the respective jurisdiction for approval in the fall of 2015. The SJMSCP fee must be in place by January 1, 2016 as required under the SJMSCP permits for covered projects under the plan.

COMMITTEE ACTIONS:

- HTAC FINANCIAL SUB-COMMITTEE: Recommended Approval to HTAC

<i>John Beckman, BIA</i>	<i>Dave Stagnaro, Stockton</i>	<i>Jane Humes, Conservation</i>
<i>Mo Hatef, SJ County</i>	<i>Josh Emery, USFWS</i>	<i>Todd Gardner, CDFW</i>

- HTAC: Recommendation Approved
- Management & Finance: Information
- Exec Committee: Information
- SJCOG, Inc. Board: Action Required

Prepared by: Steven Mayo, Program Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL SETTING
THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT
CONSERVATION AND OPEN SPACE PLAN
DEVELOPMENT FEE SCHEDULE

=====

WHEREAS, the City Council of the City of Lodi adopted Ordinance No. 1707 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new developments pursuant to the SJMSCP within the City of Lodi; and

WHEREAS, a "Fee Study" dated July 16, 2001, was prepared, which analyzed and identified the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP Development Fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to, preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lodi and in San Joaquin County; and

WHEREAS, after considering the Fee Study and the testimony received at the public hearing, the Lodi City Council approved said report; and further found that the future development in the City of Lodi will need to compensate cumulative impacts to threatened, endangered, rare, and unlisted SJMSCP Covered Species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial Open Space uses; and

WHEREAS, an "Updated Fee Study" dated November 2, 2006, was prepared, which analyzed and identified the costs, funding, and indexing of the SJMSCP; and

WHEREAS, the City Council adopted Ordinance No. 1825 amending Section 15.68.020(b), "Annual Adjustment" of the SJMSCP; and

WHEREAS, the SJMSCP Development Fees are divided into four categories: multi-purpose open space conversion; natural land and agricultural habitat land; and vernal pool habitat; and

WHEREAS, the SJMSCP Development Fees for these three categories will be increased consistent with the Updated Fee Study findings for the year 2016; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments, based on the method set forth in this resolution, shall be made to the fees annually; and

WHEREAS, the Updated Fee Study with the SJMSCP and the fee amendment were available for public inspection and review in the office of the City Clerk for more than ten days prior to the date of this Public Hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. The City Council finds and declares that the purposes and uses of the Development Fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 1707, and remain valid, and the City Council therefore adopts such determinations.
2. The City Council finds and declares that since adoption of Ordinance No. 1707, the cost of land has increased in San Joaquin County; and that in order to maintain the reasonable relationship established by Ordinance No. 1707, it is necessary to increase the Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.
3. The Development Fee for natural lands, agricultural land, vernal pool habitat and multi-purpose open space conversion shall be consistent with the table identified in Exhibit "A" and attached hereto.
4. The Fee provided in this Resolution shall be effective on January 1, 2016.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED that the City of Lodi City Council hereby approves the proposed Habitat Conservation and Open Space fee adjustment.

Dated: November 4, 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 November 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



SJCOG, Inc.

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

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

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.



*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 SETTING THE
SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION
AND OPEN SPACE PLAN DEVELOPMENT FEES FOR 2016

PUBLISH DATE: SATURDAY, OCTOBER 24, 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, OCTOBER 22, 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 10:44 (time) on 10/22/15 (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) ES _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION SETTING THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEES FOR 2016

On Thursday, October 22, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development fees for 2016 (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 October 22, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**

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: November 4, 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

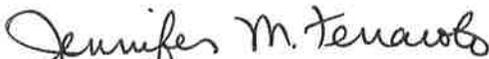
NOTICE IS HEREBY GIVEN that on **Wednesday, November 4, 2015**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Adopting a resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development fees for 2016.**

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: **October 21, 2015**

Approved as to form:


Janice D. Magdich
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Title 13 “Public Services” by Repealing and Re-enacting Chapter 13.04 “Service Generally” and Chapter 13.08 “Water Service” in their Entirety

MEETING DATE: November 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Introduce ordinance amending Lodi Municipal Code Title 13 “Public Services” by repealing and re-enacting Chapter 13.04 “Service Generally” and Chapter 13.08 “Water Service” in their entirety.

BACKGROUND INFORMATION: Staff is recommending changes to Title 13 “Public Services” for the purpose of updating code sections to reflect current practice related to implementation of the Water Meter Program and to clean up language as appropriate. These recommended changes are listed below and provided in red line/strike out form in Exhibit A.

13.04.030 -- Includes provision of termination of public services for delinquent payment. This could include termination of electric and water service that would result in an uninhabitable structure. Also, provides for levying a charge for disconnection and reconnection as is the current situation with the Electric Utility. If electric and water service were disconnected and reconnected, the existing Electric Utility fee of \$75.00 would be charged and provisions for deposits would be enacted. As requested at the October 27, 2015 Shirtsleeve meeting, a provision has been added relating to the termination of water service as follows: “In no event will water service be terminated for non-payment sooner than 120-days after the issue date of the bill or the accrual of delinquent utility charges in excess of \$3,000, whichever occurs first. Forty-eight (48) hours prior to termination of water service, the account holder shall receive personal notification of the City’s intent to terminate service; in the event the account holder cannot be located, the property where service is provided will be posted with a notice of termination.”

13.04.040 -- Includes an allowance for licensed contractors to install water and sewer service connections.

13.04.060 -- Includes condominiums with the apartment and flat provisions of this section. Added language, “When one or more meters are installed on the water service(s) to parcels with apartments, condominiums, and flats, the water and sewage charges will be billed based upon the usage recorded by the meter to the owner or the owner’s agent-in-charge. Water and sewer charges for individually metered apartments, condominiums, and flats will be billed to the occupant.”

13.04.140 -- Adds a section as follows, “Tampering with or Destruction of Utility Systems or Equipment. Damage or destruction to city utility equipment or systems, including water meters, water or sewer lines, electric meters, or electric lines or connections, in addition to the diversion of water to bypass a meter or energy theft diversion, are each punishable as a misdemeanor, in addition to any administrative fee or penalty which may be imposed under this code.”

APPROVED: _____
Stephen Schwabauer, City Manager

13.08.050 -- Includes in the "Metered Service" section that meters and appurtenant facilities are the property of the City, the City has right to access meter facilities (particularly those located in backyards), water meters are only to be installed on City-owned facilities unless approved by the City Council, and property owners (City properties exempt) are required to pay for the meter charge.

13.08.055 -- Establishes a procedure for the City to charge for meter testing although no charge is recommended at this time. Property owners will need to submit a written request to have their meter tested. If the test results demonstrate the meter is accurate within plus or minus three percent, the customer will be required to pay for testing the meter if a charge has been put into effect by the Council. If it is determined the meter is inaccurate by more than plus or minus three percent, customer's bill will be adjusted and there will be no charge for the meter test and the meter will be replaced.

13.08.140 -- "Major crossings" section should be removed because it is no longer a component of the Impact Mitigation Fee Program.

13.08.150 -- For all water customer classes where an oversized meter is installed, meter charge and monthly base charge will be based upon the right-sized meter. For example, a new residential unit with fire suppression may require a 1-inch meter for fire suppression but a 3/4-inch meter for service. The customer will be charged based upon the 3/4-inch meter size. Similarly, a non-residential customer that received a new 2-inch meter but its service requirements are for a 1-inch meter, the customer meter and monthly service charge will be based upon a 1-inch meter size.

13.08.170 -- Adds two sections describing the customer's responsibility for testing, maintenance, and repair of backflow prevention assemblies.

13.08.230 -- Further defines water waste to include overspray, excessive watering, operation of a water feature using non-recycled water, and watering outside permitted times.

13.08.240 -- Provides clarification on watering days, exemption for parks due to size and use patterns, and authorizes the Public Works Director to modify permitted watering times during drought conditions.

13.08.250 -- Establishes enforcement procedures, penalties for water waste, and an appeal process. The water waste penalties are provided for in the ordinance but separate City Council action to adopt a resolution setting the amount of the penalties is scheduled for the November 18, 2015 City Council meeting.

A review of the ordinance changes provided in Exhibit A will reveal other minor grammatical and clarifying changes that have not been noted above.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachment

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 13 "PUBLIC SERVICES"
BY REPEALING AND REENACTING CHAPTER 13.04 –
"SERVICE GENERALLY" AND CHAPTER 13.08 –
"WATER SERVICE" IN THEIR ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 13.04 "Service Generally" is hereby repealed and reenacted to read as follows:

CHAPTER 13.04 - SERVICE GENERALLY

Sections:

- 13.04.010 Definitions
- 13.04.020 Application for Service or Discontinuance.
- 13.04.025 Deposits.
- 13.04.030 Bill Payment and Delinquency.
- 13.04.040 Connections Generally.
- 13.04.050 Connection Charges.
- 13.04.060 Apartments, **Condominiums** and Flats.
- 13.04.070 Restriction or Interruption.
- 13.04.080 Connection or Reconnection by Plumbers.
- 13.04.090 Right of Access for Inspection.
- 13.04.100 Pipe and Facility Maintenance.
- 13.04.110 Service Only to Contracted Premises.
- 13.04.120 Bill Adjustment.
- 13.04.130 Low Income Adjustments.
- 13.04.140 Tampering with or Destruction of Utility Systems or Equipment.

13.04.010 Definitions.

For the purposes of this chapter, the following words and phrases when used in this chapter shall have the meanings respectively ascribed to them by this section:

- A. "Delinquent bills" means all accounts that have not been paid to the city within twenty-six days after the issue date of the bill for the services provided for by this chapter.
- B. "Director of Finance" means the person named from time to time by the City Manager to be in charge of the financial records and accounts of the city.
- C. "Electric connection" means all wires, insulators, conduits, fuse blocks, fuses, and switches up to and including the meter used to connect the consumer's electric wiring to the city's electrical distribution system.
- D. "~~Garbage collecting~~ **Refuse collection** service" means that service described in Chapter 13.16 relating to garbage.
- E. "Sanitary sewer tap" means all connections, valves, pipes, and fittings used to connect the customer's sewer system to the city sewer mains.

F. "Service" means the supplying of water, electrical energy, the collection of garbagesolid waste refuse, and the disposal of sewage.

G. "Sewage disposal service" means that service provided for in Chapter 13.12 relating to sewers.

H. "Water tap" means the connection valves, pipes, and fittings used to connect the customer's water system to the city water mains.

13.04.020 Application for service or discontinuance.

All applications for service or discontinuance of service shall be made to, and on forms provided by, the Director of Finance. The Director of Finance shall issue all orders for services, changes, or discontinuances.

13.04.025 Deposits.

1. Services. A deposit for the furnishing or continuance of service may be required by the Director of Finance. Such deposit shall not exceed the estimated amount of charges for two months' service.

2. No United States Issued Identification. In addition to a deposit for services, the Director of Finance may require a deposit not to exceed the estimated amount of charges for two months' services of a customer who is unable to provide a United States issued identification.

3. Length of Deposit.

a. Deposits for services shall remain on the account until twelve consecutive billing periods have passed without late charges being assessed, unless the account is discontinued prior to such event. Return of deposit amounts shall be in the form of credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check.

b. Deposits for no United States issued identification shall remain on the account until the account is discontinued, or until valid United States issued identification is provided. Return of deposit amounts shall be in the form of a credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check. A non-U.S. identification deposit will not be required where at least one U.S. Identification exists on the account.

13.04.030 Bill payment and delinquency.

A. Payment. All bills for the services enumerated in this chapter are due and payable upon receipt thereof, at the finance division, Lodi, California, and become delinquent twenty-six days after the issue date of the bill.

B. Delinquency and Termination of Services. The Director of Finance shall send notice of delinquent bills, and if all delinquent charges for services are not paid within ten days after mailing this notice, then the Director of Finance may discontinue all service furnished to the customer by the city. Within this ten-day notice period, the Director of Finance shall provide a notice forty-eight hours prior to discontinuance of services. Termination of utility services shall be in accordance with Government Code section 54346.

1. In no event will water service be terminated for non-payment sooner than 120-days after the issue date of the bill or the accrual of delinquent utility charges in excess of \$3,000, whichever occurs first. Forty-eight (48) hours prior to termination of water service, the account holder shall receive personal notification of the city's intent to terminate service; in the event the account holder cannot be located the property where service is provided will be posted with a notice of termination.

C. Appeal. Prior to any discontinuance of service furnished to the customer by the city, the customer may request the opportunity to be heard as to any adjustment or cancellation of any bill. The hearing shall be held before the Director of Finance or ~~his~~ designee. In the event of a discontinuance of service, as provided in this subsection, the Director of Finance may require as a condition precedent to the resumption of service that the customer pay:

1. All amounts due and owing;
2. ~~The cost to the city of discontinuing and resuming service~~A disconnection/reconnection charge as determined by City Council Resolution, for each occasion that the city has to disconnect and/or reconnect service discontinued for nonpayment of utility services; and
3. A deposit in an amount not exceeding the estimated amount of charges for two months' service.

The Director of Finance or designee may waive delinquent amounts and negotiate a repayment schedule for up to three months (within any twelve-month period) when in the opinion of the Director of Finance or designee the customer can demonstrate financial hardship. No more than two repayment schedules may be allowed in any twelve-month period.

GED. Closing Bills. Closing bills are due on the date on which service is discontinued.

DFE. Late ChargesPenalties. Delinquent bills shall be assessed ~~a late chargepenalties~~ which will be set from time to time by ~~the~~ City Council Resolution. The ~~late chargepenalties~~ may be waived by the Director of Finance when the customer can present evidence of financial hardship or convincing information that timely payment could not have been reasonably expected.

13.04.040 Connections generally.

No person except a duly authorized employee of the city shall make any water, electrical, or sewer service connection to the city supply lines. Alternatively, an Encroachment Permit may be issued for water and sewer connections to the city supply lines if the work is to be performed by a state licensed contractor under contract with the property owner. Water and sewer tapping includes bringing the supply lines to a point six inches inside the property line. Electrical connection includes the service drop and necessary meter. On all new and reconstructed buildings where water, sewer, and electrical connections are involved, the equipment and equipment locations must be approved by the inspecting authority.

A service charge will be charged to the applicant when trouble calls involve customer caused service interruptions. All costs of water tapping and sewer connections shall be borne by the applicant and shall be charged at actual cost to the city. However, a flat rate may be established by the provisions of Section 13.04.050 of this chapter.

13.04.050 Connection charges.

The Public Works Director may, with the approval of the Director of Finance, establish or change rates charged for water and sewer connections based on the average cost to the city for such connections made within the preceding six-month period.

13.04.060 Apartments, Condominiums and flats.

When more than one flat, apartment, building, condominium or premises is supplied through one water tap, each occupant may pay his own water and sewage bill if flat rates apply. However, if at any time the water is used by an occupant and such fact is not reported to the city, the Director of Finance may require that the owner or the owners' agent-in-charge pay all the water and sewage charges applying to the flats, apartments, buildings, condominiums, or premises being supplied through one tap. When one or more meters are installed on the water service(s) to parcels with apartments, condominiums, and flats the water and sewage charges will be billed based upon the usage recorded by the meter to the owner or the owner's agent-in-charge. Water and sewer charges for individually metered apartments, condominiums and flats will be billed to the occupant.

13.04.070 Restriction or interruption.

The city reserves the right to limit the amount of water supplied to any customer or to different parts of the city should it appear necessary to do so, and shall not be liable for temporary discontinuance of any service while making repairs or replacements.

13.04.080 Connection or reconnection by plumbers.

No plumber shall leave water turned on at any newly erected building unless it is by consent of the city, nor shall he connect or reconnect any service found shut off at the service stop.

13.04.090 Right of access for inspection.

Authorized employees of the city shall have the right of access to any premises receiving any service named in this chapter at reasonable hours for the purposes of inspection.

13.04.100 Pipe and facility maintenance.

The owner or occupant of premises where city services are supplied shall keep all service pipes, valves, connections or other facilities used in connection with such supply in good repair at all times, and the city shall not be liable for damage sustained by reason of such owner or occupant's neglect.

13.04.110 Service only to contracted premises.

No person shall supply service to any premises other than the one to which the service contract applies.

13.04.120 Bill adjustment.

Application for the adjustment or cancellation of a bill any consumer believes to be inconsistent with the provisions of this code or other ordinances of this city relating to water, electric, garbage refuse collection, and sewage services shall be made to the Director of Finance. Appeal from the decision of the Director of Finance may be made to the City Manager whose decision

may, upon request, be subject to a final review by the City Council. Decisions of the City Council are final.

13.04.130 Low income adjustments.

The rates for residential refuse collection service, as they now exist or may hereafter be modified under this chapter, shall be reduced as established by Resolution for those residential accounts in the names of persons meeting the eligibility criteria for applicable electric service discounts as provided in this title. Proof of eligibility will be required by the city to qualify for the rate adjustments provided herein.

13.04.140 Tampering with or Destruction of Utility Systems or Equipment.

Damage or destruction to city utility equipment or systems, including water meters, water or sewer lines, electric meters, or electric lines or connections, in addition to the diversion of water to bypass a meter or energy theft diversion, are each punishable as a misdemeanor, in addition to any administrative fee or penalty which may be imposed under this code.

SECTION 2. Lodi Municipal Code Chapter 13.08 "Water Service" is hereby repealed and reenacted to read as follows:

CHAPTER 13.08 - WATER SERVICE

Sections:

Article I. Generally

- 13.08.010 Setting of Rates.
- 13.08.020 Rates Outside City.
- 13.08.030 Rates by Contract.
- 13.08.040 Commencement and End of Charges.
- 13.08.050 Metered Service.
- 13.08.055 Testing Water Meters
- 13.08.060 Oversized Meter Development Impact Fee
- 13.08.070 Tampering with City Property - Bypassing Meters.
- ~~13.08.060~~ 80 Turning Off During Fires.
- ~~13.08.065~~ 90 Billing Adjustments.

Article II. Main Extensions

- ~~13.08.070~~ 100 Policy.
- ~~13.08.080~~ 110 Application – Determination of Necessity.
- ~~13.08.090~~ 120 Applicant's Obligation.
- ~~13.08.400~~ 130 Mains to Extend Full Frontage.
- ~~13.08.410~~ 140 Minimum Size.
- ~~13.08.420~~ 150 Fire Hydrants.
- ~~13.08.430~~ 160 Oversized Mains.
- ~~13.08.140~~ 170 Major Crossings.
- 13.08.170 Testing of Approved Backflow Prevention Assemblies.
- 13.08.180 Maintenance and Repair of Approved Backflow Prevention Assemblies.

Article III. Water Conservation

- 13.08.220 Waste.

- 13.08.230 Defined.
- 13.08.240 Watering Days/Hours.
- 13.08.250 Enforcement Procedures.
- 13.08.260 Strict Application.
- 13.08.270 Appeals.
- 13.08.280 Violation—Infraction.
- 13.08.290 Emergency Water Conservation—Purpose.
Article I. - Generally
- 13.08.010 Setting of rates.

The schedule of water rates will be those established and adopted by the City Council from time to time by Resolution.

- 13.08.020 Rates outside city.

The city will not normally serve water outside the city limits. In those cases where it is authorized by the City Council, the rate shall be one hundred fifty percent of the rate for service inside the city limits.

- 13.08.030 Rates by contract.

In cases not provided for by this chapter, the rate may be fixed by special contract, as agreed upon by the Director of Finance and the Public Works Director on behalf of the city, and the water user involved. If such rates cannot be agreed upon, the city council shall fix and determine proper rates, and such determination shall be final.

- 13.08.040 Commencement and end of charges.

Water charges shall in all cases commence to accrue when water is turned on, at rates proportioned for the period from that date until the following last day of the billing period, as may be established by the city.

- 13.08.050 Metered service.

A. Meters will be required on all new residential, commercial, and industrial water services covered by the following conditions:

1. All new property annexations to the city requesting city water service;
2. All existing parcels which have had no previous city water service and city water service is requested;
3. When a parcel is split, water services to all parcels will be metered;
4. All parcels at which a single family dwelling(s) is being replaced by multiple family units or a nonresidential use;
5. At all parcels where off-site improvements are required;
6. When any water customer requests water service upsizing or relocating.
7. Meters and appurtenant facilities are the property of the city.

8. The city shall have the right of access to the customer's premises at all reasonable hours for any purpose related to the furnishing of water service including, but not limited to, meter reading, testing, inspection construction, maintenance and repair of meter. Service may be refused or disconnected if permanent safe accessibility is not provided by the customer or property owner. Upon termination of service the city shall have the right of access to the service premises to shut off or remove the water meter and service.

9. Water meters shall only be installed on water services connected to the city owned water main, unless otherwise approved by the City Council.

B. Metered water service shall be installed on all existing residential, commercial, and industrial users ~~of~~ when the Public Works Director determines the installation of metered water service to be in the best interest of the city. The property owner is required to pay the meter purchase charge based upon size as determined from time to time by City Council Resolution. City facilities are exempt from meter purchase charges.

C. Meters on existing commercial and industrial water services not covered under subsection A of this section shall be installed by the city at the city's expense. Meters and installation costs on all new water services and those covered in subsection A of this section shall be installed by the city, but shall be paid for by the ~~user~~ property owner as determined by City Council Resolution.

13.08.55 Testing Water Meters.

A. Any metered customer may request in writing that the meter through which water is being furnished be examined and tested by the Public Works Department to determine whether the meter is registering accurately the amount of water that is being delivered through it. Upon receipt of such request, the department shall examine and test the meter. If the meter is found to register over three percent more water than actually passes through it, the customer's water bill will be adjusted accordingly. If the meter is found to register a variance of three percent or less, no bill adjustment will be made. Meter testing will be performed at customer's request, at no charge to the customer, not more than once every twelve months, if the variance is over three percent. If the variance is less than three percent, the customer will be charged a meter test fee, in an amount determined by City Council Resolution, on the customer's utility bill.

B. If a customer requests more frequent meter testing, the customer's request shall be accompanied by a deposit of an amount equal to the meter testing fee. Upon receipt of such request, the department shall examine and test the meter. If the meter is found to register over three percent more water than actually passes through it, the customer's water bill will be adjusted accordingly and the meter test fee shall be returned, without interest. If the meter is found to register a variance of three percent or less, no billing adjustment will be made and the meter test fee will be retained by the city.

13.08.60 Oversized Meter Development Impact Fee.

A. For single family residential services that require automatic fire protection systems pursuant to state law, Lodi Municipal Code Chapters 15.04 or 15.40, the increased connection and meter size will not be assessed an additional fee associated with the fire protection system requirement. Connection fees and monthly service fees shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system requirement.

B. For non-residential and multi-family water services that include or require automatic fire protection systems pursuant to Lodi Municipal Code section 15.20.160 or Chapter 15.40, the increased connection and meter size will not be assessed an additional fee associated with the fire protection system requirement. Connection fees and monthly service fees shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system requirement.

13.08.70 Tampering with City Property – Bypassing Meters.

A. It is unlawful for any person not authorized by the city to do so to tamper with any gates, valves, service cocks, fire hydrants, meters or any of the city's property accessory or appurtenant to the water distribution system, to break the seal on any water meter, or to cause water to bypass any water meter.

B. If city confirms an illegal tampering, bypass or diversion of water at or from city facilities has occurred, the customer will be charged a tampering/bypass inspection fee in an amount to be determined from time to time by City Council Resolution. In addition to the tampering/bypass fee, violation of this section is punishable as a misdemeanor.

13.08.0680 Turning off during fires.

In the case of fire or other emergency, when directed by the city all faucets, taps or other means of letting water run shall be turned off immediately by every owner or occupant and not opened until the fire is extinguished or the emergency resolved.

13.08.06590 Billing adjustments.

When it is found that any charges for water service, meters, connections, installations, abandonments, tampering/bypass etc., have been incorrectly billed or that no billing has occurred, the city has the right to make adjustments as determined by the Public Works Director. Billings for undercharges or credits for overcharges shall be subject to the three-year limitation period found in the California Code of Civil Procedure, section 338.

Article II. Main Extensions

13.08.070100 Policy.

The City Council is desirous of adopting a water main extension policy that is fair and equitable to all developing properties and that provides that the cost of extensions shall be distributed among subsequently developing properties connecting thereto.

13.08.080110 Application—Determination of necessity.

A. Whenever a property owner is desirous of obtaining water service, an application shall be made to the Public Works Director for water service.

B. The Public Works Director shall determine the closest adequate water main and, if an extension is necessary, indicate the size of the main to be extended, and the limits of the extension.

13.08.090120 Applicant's obligation.

Whenever the Public Works Director determines that a water main extension is necessary, the applicant will be required to install at his own expense the water main extension in accordance with engineering plans furnished by applicant and approved by the Public Works Director. The plans shall be prepared in accordance with the current city design standards and this article.

13.08.1030 Mains to extend full frontage.

In every case where a water main is to be tapped to serve a parcel, the same shall be extended the full frontage of the parcel, including any crossings required in the city master water plan.

13.08.1440 Minimum size.

The minimum size water main shall have a nominal inside diameter of six inches except as approved by the Public Works Director in accordance with the city public improvement design standards. In areas zoned or master planned for commercial and industrial uses, the minimum size shall be eight inches in diameter. Larger size mains may be required as determined by the Public Works Director from the city master water plan.

13.08.1250 Fire hydrants.

The installation of fire hydrants or provisions for fire hydrants shall be included in any main extension and the cost of such hydrants shall be paid for by the applicant. Fire hydrant location and type shall be as approved by the Fire Chief.

13.08.1360 Oversized mains.

Whenever the city requires that a water main larger than eight inches in diameter be installed in order to serve additional property or to conform to the water master plan, the applicant may apply for reimbursement from the benefiting properties that are served by the oversized pipe. A reimbursement application for the difference in cost between the actual water main to be constructed and an eight-inch diameter water main may be obtained through the city. The reimbursement shall be made in accordance with ~~Chapter 16.40~~section 17.62.050 of this code.

~~13.08.1470 Major crossings.~~

~~A. Wherever the city master water plan requires that a water main cross a right-of-way listed as follows, the city will reimburse the applicant one-half the estimated cost of that crossing:~~

- ~~1. Woodbridge Irrigation District;~~
- ~~2. Southern Pacific Transportation Company;~~
- ~~3. Central California Traction Company;~~
- ~~4. Highway 99;~~
- ~~5. Highway 12;~~
- ~~6. Lower Sacramento Road;~~
- ~~7. Hutchins Street (south of Kettleman Lane).~~

~~B. The limits of the crossing shall be determined by the Public Works Director.~~

~~13.08.170 Testing of approved backflow prevention assemblies.~~

A. The customer is responsible for the cost of and scheduling arrangements for an annual testing and inspection of the approved backflow prevention assembly by the following method:

1. Testing by certified tester. Customers shall use a certified tester to inspect and test an approved backflow prevention assembly at least once per year. The results of the test shall be reported to the City within thirty (30) days of the completion of the test. Annual test results shall be due no later than September 30th of each calendar year.

B. Should a customer fail to comply with the annual testing procedure by September 30th, the City may arrange for testing of the assembly by a licensed contractor and the customer will be billed for the cost of such testing plus a fifteen (15%) percent administrative fee with his regular monthly water bill, which shall be due and payable in full within thirty (30) days of receipt of bill.

C. Assemblies which fail to pass inspection and testing by private certified testers shall be repaired and maintained in accordance with section 13.08.180 of this article. The customer shall bear the cost of repairs and additional testing if his device fails a test. The City reserves the right to require more frequent testing or to perform additional testing by City personnel when, in the opinion of the Director, it is necessary for the protection of public health and safety.

13.08.180 Maintenance and repair of approved backflow prevention assemblies

A. The customer shall be responsible for the maintenance and repair of the approved backflow prevention assembly. The customer shall at all times maintain the assembly in proper working order as a condition of continued water service. If an approved backflow prevention assembly should fail to pass inspection and testing pursuant to section 13.08.170 of this article, the customer shall within thirty (30) days after written notification of results provide for the repair of the assembly by the following method:

1. Repair by private personnel. Backflow prevention assemblies shall be repaired by private personnel. Repairs and satisfactory re-testing of the assemblies by a certified tester shall be documented and submitted on an approved form to the City. Failure by the customer to repair an approved backflow prevention assembly within thirty (30) days of being notified by the City in writing shall result in the termination of water service.

B. Water service will be restored upon presentation of the approved form showing that the necessary repairs and successful re-testing have been done.

Article III. - Water Conservation

13.08.220 Waste.

The waste of water is prohibited and any waste shall make the person subject to the provisions of this article.

13.08.230 Defined.

"Waste of water" includes but is not limited to any of the following acts or omissions, whether willful or negligent:

A. Failure to repair or correct a controllable leak ~~of or~~ discharge of water, overspray, and/or low head fixture leakage that results in the flow of water to an impervious surface;

B. The watering of lawns, flower beds, landscaping, ornamental plants or gardens on days or at times other than those allowed in Section 13.08.240 of this article;

C. Washing of sidewalks, driveways, parking areas, tennis courts, patios, streets or other exterior paved areas or buildings except when required to remove any spillage of substances that may be a danger to public health or safety;

D. Washing with water any motor vehicles, trailers or movable equipment other than with a bucket and rinsing the vehicle or equipment by use of a hose for not more than three minutes;

E. Use of a hose without a positive shut off nozzle;

F. The excess watering of any area so that water flows into a gutter or any drainage area ~~for a period exceeding three minutes;~~

G. The unnecessary running of water in any residential, commercial or industrial establishment onto the floor, pavement, ground or into any drain or drainage area, with any equipment or in any way ~~for more than three minutes;~~

H. ~~Over w~~Watering of lawns or landscapes ~~from November 1 through February 28, or during or immediately~~ within 48 hours following a measurable rain.

I. Operation of a water fountain or other decorative water feature that does not use recirculated water.

13.08.240 Watering days/hours.

A. Days. The watering of lawns, flower beds, landscaping, ornamental plants or gardens throughout the year shall be allowed as follows:

1. Premises having odd numbered street addresses on Wednesday, Friday and Sunday;
2. Premises having even numbered street addresses on Tuesday, Thursday, and Saturday.
3. No watering will be allowed on Mondays.

B. Hours. Watering of lawns, flower beds, landscaping, ornamental plants or gardens shall not be allowed at any hour ~~except that between May 1 and September 30 (inclusive), watering between the hours of ten a.m. and six p.m. is prohibited.~~

C. City owned Parks, due to their size and use patterns, are exempt only from the provisions of Section 13.08.240(A) and 13.08.240(B) of this code.

D. Upon city declaration of a local water shortage or a State of Emergency declared by the Governor concerning California's water supplies, the Public Works Director or designee

may impose revised and/or additional water conservation measures on residential, commercial, and industrial water users. No person shall use, or cause to be used, city water in violation of such limitations. Violations of revised and/or additional conservation measures imposed under this section are punishable as a misdemeanor.

13.08.250 Enforcement procedures.

A. Whenever the city becomes aware of a waste of water, the city shall notify the person at the premises where the waste of water occurred by delivering an information sheet. The information sheet shall describe the waste of water in order that it be corrected, cured or abated immediately or within ~~such specified time as the city believes is reasonable under the circumstances~~72 hours. In addition, the information sheet may be given to any other person known to the city who is responsible for that waste of water or the correction thereof and may be delivered to the premises every time a waste of water occurs. Additionally, a written notice stating the date(s), time(s) and type(s) of water waste shall be delivered to the person who regularly receives the utility bill for the premises where the wasting occurred.

B. In the event of a second waste of water within a consecutive twelve month period, the city will send a written notice ~~stating the date(s), time(s) and type(s) of water waste to the person who regularly receives the utility bill for the premises where the wasting occurred~~ assessing a surcharge in an amount determined from time to time by City Council Resolution, and the surcharge shall be added to the next monthly utility bill for the property on which the waste of water occurred.

C. In the event of a third waste of water within twelve months of any previous waste of water, a written notice will be mailed assessing a ~~thirty-five dollar surcharge~~ in an amount determined from time to time by City Council Resolution and the surcharge shall ~~to be~~ added to the next monthly utility bill for the property on which the waste of water occurred.

D. In the event of a fourth waste of water within twelve months of any previous waste of water, a written notice will be mailed assessing a ~~seventy-five dollar surcharge~~ in an amount determined from time to time by City Council Resolution, and the surcharge shall ~~to be~~ added to the next monthly utility bill for the property on which the waste of water occurred.

E. In the event of a fifth ~~or any subsequent~~ waste of water within twelve months of any previous waste of water, a written notice will be mailed assessing a ~~one hundred and fifty dollar surcharge~~ in an amount determined from time to time by City Council Resolution, and the surcharge ~~to shall~~ be added to the next monthly utility bill for the property on which the waste of water occurred. If the property is not already metered, ~~the~~ city may also require the owner or user to pay for the cost of installation of a water meter service as a prerequisite to continuing water service. The city may also install a flow restriction device on the water service and require the owner or user to pay for the costs of installation and/or removal.

F. In the event of any subsequent waste of water within twelve months of any previous waste of water, the city may disconnect a customer's water service for willful violations of restrictions in this chapter, in addition to assessing a surcharge in an amount to be determined from time to time by City Council Resolution. The property owner or user will be required to pay all outstanding utility charges, fees, penalties and surcharges, in addition to a reconnection charge in an amount to be determined from time to time by City Council

~~Resolution, prior to reconnection of water services, and the charge shall be added to the next monthly utility bill for the property on which the waste of water occurred.~~

13.08.260 Strict application.

If the Public Works Director or ~~a designated representative designee~~ determines the strict application of any of the provisions of this article may cause undue hardship or public health ~~and~~ safety ~~to suffer risk~~, or if other special circumstances exist, the strict application of this article may be waived. Requests for relief under this article must be received by the city at least 24 hours prior to special circumstances. Special circumstances would include, but not be limited to: newly planted areas, newly seeded areas, washing down after cement work and pressure washing a building before painting. The decision of the Public Works Director may be appealed to the City Council as described in Section 13.08.270 of this article.

13.08.270 Appeals.

If the ruling made by the Public Works Director or designee is unsatisfactory to the person requesting consideration, the person may, ~~within twenty days after notification of the city's action,~~ file an written appeal directed to the City Manager or designee, whose decision may, upon request be subject to final review by the City Council. ~~The written appeal shall be heard by the City Council within twenty days from the date of filing. The City Council shall make a final ruling on the appeal within twenty days of the hearing.~~ The Public Works Director's or designee's decision, action or determination shall remain in effect during such period of reconsideration except that any surcharges assessed under this article will be stayed until the City Council has made its decision. Decisions of the City Council are final.

13.08.280 Violation—Infraction.

In addition to the administrative enforcement procedures and surcharges set forth in this article, ~~any person who wastes water, as defined in each violation of~~ this article may ~~also be charged with be punishable as~~ an infraction.

13.08.290 Emergency water conservation—Purpose.

The purpose of emergency water conservation is to assist meeting water pressure and/or supply demands when the water system cannot or may not be adequate and the failure to meet such demands may result in harm to the water system and/or jeopardize the health and safety of the public. In addition, emergency water conservation serves to protect water supplies during drought conditions. The Public Works Director or ~~a designated representative designee~~ shall determine the degree of emergency and determine what additional restrictions of water use or other appropriate actions must be taken to protect the water system, supply demands, and the citizens of Lodi.

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

ATTEST:

BOB JOHNSON
MAYOR

JENNIFER M. FERRAIOLO
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 November 4, 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: Ordinance No. 1916 Entitled, “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’”

MEETING DATE: November 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1916.

BACKGROUND INFORMATION: Ordinance No. 1916 entitled, “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’” was introduced at the regular City Council meeting of October 21, 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. 1916

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 (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. 1916 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. 1916 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