



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: November 15, 2016

Time: 7:00 a.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

A. Call to Order / Roll Call

B. Consent Calendar

- B-1 Receive Register of Claims in the Amount of \$6,775,525.64 (FIN)
- B-2 Approve Minutes (CLK)
 - a) November 1 and November 8, 2016 (Shirtsleeve Sessions)
 - b) November 2, 2016 (Regular Meeting)
- B-3 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- B-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- Res. B-5 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase One John Deere 524K-II Loader Tractor for White Slough Water Pollution Control Facility from Papé Machinery, of French Camp, Utilizing California Multiple Award Schedule Contract No. 4-08-23-0022A (\$143,799) (PW)
- B-6 Accept Improvements Under Contract for Water Well Abandonment Project (PW)
- Res. B-7 Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Pre-Sort Center, Inc., of Stockton, for Print, Insert, and Mail Services (CM)
- Res. B-8 Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Crop Production Services, Inc., of Stockton, for Agronomist Support for White Slough Water Pollution Control Facility Land Application Area Monitoring (\$44,640) (PW)
- Res. B-9 Adopt Resolution Authorizing City Manager to Execute Amendment No. 4 to Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Drainage Permit Compliance Services (\$199,430) (PW)
- Res. B-10 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering Services for White Slough Water Pollution Control Facility Expansion Pond Project (\$448,383) (PW)
- Res. B-11 Adopt Resolution Appropriating Funds for Purchase of Network Switches for Fiber Optic Network from DSA Technologies, of Elk Grove (\$67,595.76) (CM)
- B-12 Set Public Hearing for December 21, 2016, 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)
- B-13 Set Public Hearing for December 21, 2016, to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 42 Medium-Density Residential Growth Management Allocations for the Grupe – Harvest Crossing Subdivision (CD)

- B-14 Reset Public Hearing for December 21, 2016, to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)
- B-15 Reset Public Hearing for December 21, 2016, to Consider Unmet Transit Needs in Lodi (PW)

C. Public Hearings

- Res. C-1 Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2016/17 Annual Action Plan to Accommodate the Reallocation of Unused Community Development Block Grant Funds from Previous Years (CD)

D. Regular Calendar

- Res. D-1 Adopt Resolution Approving Salary Adjustment for the Literacy/Volunteer Manager to Comply with New Salary Requirements for Exempt Employees Under the Fair Labor Standards Act (CM)
- Res. D-2 Adopt Resolution Approving Classification and Salary Range of the New Lead Electrician and Deleting One Electrician within the Public Works Department (CM)
- Res. D-3 Adopt Resolution Approving Classification and Salary Range of the New Deputy Director of Parks, Recreation, and Cultural Services and Deleting One Park Superintendent (CM)

E. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

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.

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item. ******



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through October 27, 2016 in the total amount of \$6,775,525.64

MEETING DATE: November 15, 2016

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,775,525.64

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,775,525.64 through 10/27/16. Also attached is Payroll in the amount of \$1,440,735.17

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Internal Services Director

JA/nes

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

10/14/2016 through 10/27/2016

Fund			Amount
100 - General Fund			1,747,672.65
120 - Library Fund			79.81
140 - Expendable Trust			43,677.80
200 - Parks Rec & Cultural Services			23,681.87
270 - Comm Dev Special Rev Fund			10,257.40
300 - Street Fund			265.66
301 - Gas Tax-2105 2106 2107			19,129.75
307 - Federal - Streets			40,500.44
308 - IMF(Regional) Streets			132.00
314 - IMF-Regional Transportation			27,555.78
350 - H U D			3,748.50
410 - Library Capital Account			102,704.84
432 - Parks & Rec Capital			850.00
490 - Bond Interest & Redemption			2,310.00
500 - Electric Utility Fund			3,073,163.82
501 - Utility Outlay Reserve Fund			20,539.06
504 - Public Benefits Fund			10,578.00
506 - Solar Surcharge Fund			15,000.00
530 - Waste Water Utility Fund			100,197.99
531 - Waste Wtr Util-Capital Outlay			708,768.58
560 - Water Utility Fund			44,398.28
561 - Water Utility-Capital Outlay			56,256.89
590 - Central Plume			4,500.00
600 - Dial-a-Ride/Transportation			177,499.75
601 - Transit Capital			280,452.24
650 - Internal Service/Equip Maint			86,272.35
655 - Employee Benefits			108,537.02
660 - General Liabilities			992.08
665 - Worker's Comp Insurance			63,138.08
801 - L&L Dist Z1-Almond Estates			2,665.00
Total			6,775,525.64

Council Report: Payroll City of Lodi, CA - v10.5 Live Pay Period 10/9/2016

Fund	Description	Amount
100	General Fund	833,022.04
120	Library Fund	21,073.97
200	Parks Rec & Cultural Services	123,169.09
214	LPD-OTS Grants	1,680.88
219	LPD-ABC Grant	1,356.16
270	Comm Dev Special Rev Fund	33,153.64
301	Gas Tax-2105 2106 2107	34,685.78
500	Electric Utility Fund	204,226.11
530	Waste Water Utility Fund	135,593.52
560	Water Utility Fund	20,992.06
600	Dial-a-Ride/Transportation	9,148.45
650	Internal Service/Equip Maint	18,560.42
655	Employee Benefits	4,073.05
Report Total		1,440,735.17



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) November 1, 2016 (Shirtsleeve Session)
b) November 2, 2016 (Regular Meeting)
c) November 8, 2016 (Shirtsleeve Session)

MEETING DATE: November 15, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 1, 2016 (Shirtsleeve Session)
b) November 2, 2016 (Regular Meeting)
c) November 8, 2016 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, 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, NOVEMBER 1, 2016**

The November 1, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, NOVEMBER 2, 2016**

- C-1 Call to Order / Roll Call - N/A
- C-2 Announcement of Closed Session - N/A
- C-3 Adjourn to Closed Session - N/A
- C-4 Return to Open Session / Disclosure of Action - N/A
- A. Call to Order / Roll Call

The Regular City Council meeting of November 2, 2016, was called to order by Mayor Chandler at 7:00 p.m.

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

Absent: None

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

B. Presentations

- B-1 Presentation of League of California Cities Helen Putnam Award for Excellence for the Public Works Storm Drain Detectives Program (PW)

League of California Cities Central Valley Regional Public Affairs Manager Stephen Qualls presented the Helen Putnam Award for Excellence to Watershed Program Coordinator Kathy Grant for the Public Works Storm Drain Detectives Program. Mr. Qualls stated this award is one of 11 categories and is the Ruth Vreeland Award in Engaging Youth in City Government. The Storm Drain Detectives Program was recognized at the League of California Cities Annual Conference in Long Beach in October. Ms. Grant thanked current and former Councils and staff members, private property owners and the Woodbridge Irrigation District for allowing participants onto their properties, Lodi Unified School District and its teachers, and several funding partners. She stated that over 2,000 students have participated in the program to date.

- B-2 Michael David Family Foundation Proclamation of Appreciation (PRCS)

Mayor Chandler presented a Proclamation of Appreciation to David Phillips in recognition of the Michael David Family Foundation's support of the Parks, Recreation, and Cultural Services Department activities. Mr. Phillips stated he is dedicated to making Lodi a better place and stressed this is the time for public-private partnerships to invest in the community once again. He encouraged the public to support Measures R and S because the small tax increase will greatly benefit the community, home values, and the future of Lodi's children and grandchildren.

- B-3 Runaway Homeless Youth Awareness Month Proclamation (CLK)

Mayor Chandler presented a proclamation to Melissa Amos, Youth Shelter Manager with the Women's Center of San Joaquin Youth and Family Services, proclaiming November 2016 as Runaway Homeless Youth Awareness Month. Ms. Amos encouraged the public to wear green on November 9, 2016, to raise awareness for homeless youth.

B-4 Presentation by the World of Wonders Science Museum (CLK)

This item was pulled from the agenda.

B-5 Presentation of Check by Citizens in Action

This presentation was added to the agenda.

June Aaker, representing Citizens in Action, reported that the group held a Law Enforcement Appreciation fundraiser on Saturday, September 24, 2016, at Lodi Lake from 11 a.m. to 3 p.m. to raise awareness that all who wear the badge make a positive influence on the lives of citizens. The event included Lodi Police Department representatives and equipment; San Joaquin Sheriff's Department representatives, boat, and command center; blue light bulbs for sale; raffle prizes; food; McGruff the crime dog; and a mini carnival created by the 180 Teen Center. Ms. Aaker presented the Lodi Police Department and Lodi Police Foundation with a check in the amount of \$11,435. Captain Chris Jacobson thanked Citizens in Action for the donation, stating it helps supplement the Police Department's needs and that it will go toward purchasing an additional license plate reader.

Mayor Chandler pointed out that the new license plate reader located two stolen vehicles within the first hour of operation.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$7,172,701.95 (FIN)

Claims were approved in the amount of \$7,172,701.95.

C-2 Approve Minutes (CLK)

The minutes of October 11, 2016 (Shirtsleeve Session), October 18, 2016 (Shirtsleeve Session), October 19, 2016 (Regular Meeting) as amended by Blue Sheet, and October 25, 2016 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Awarding Bids for the Purchase of 23 Padmount Transformers from ERMCO, of Dyersburg, Tennessee (\$172,268.64) (EU)

Adopted Resolution No. 2016-192 awarding bids for the purchase of 23 padmount transformers from ERMCO, of Dyersburg, Tennessee, in the amount of \$172,268.64.

C-4 Adopt Resolution Rejecting Low Bid as Non-Responsive and Awarding Contract for Compressed Natural Gas Fueling Station Improvements to TNT Industrial Contractors, Inc., of Sacramento (\$232,999) (PW)

Adopted Resolution No. 2016-193 rejecting the low bid as non-responsive and awarding the contract for the Compressed Natural Gas Fueling Station Improvements to TNT Industrial Contractors, Inc., of Sacramento, in the amount of \$232,999.

- C-5 Adopt Resolution Awarding Contract for Beckman Park Storm Water Pump Station Improvement Project to C.E. Cox General Engineering, Inc., of Orangevale (\$38,500), and Appropriating Funds (\$50,000) (PW)

Adopted Resolution No. 2016-194 awarding the contract for Beckman Park Storm Water Pump Station Improvement Project to C.E. Cox General Engineering, Inc., of Orangevale, in the amount of \$38,500, and appropriating funds in the amount of \$50,000.

- C-6 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with BKF Engineers, of Pleasanton, for Guild Avenue and Victor Road Intersection Traffic Signal and Lighting Design Services (\$35,484), and Appropriating Funds (\$15,000) (PW)

Adopted Resolution No. 2016-195 authorizing the City Manager to execute a Professional Services Agreement with BKF Engineers, of Pleasanton, for Guild Avenue and Victor Road Intersection Traffic Signal and Lighting Design Services, in the amount of \$35,484, and appropriating funds in the amount of \$15,000.

- C-7 Adopt Resolution Authorizing City Manager to Sign Agreement for Hazardous Materials Team Within San Joaquin County (FD)

Adopted Resolution No. 2016-196 authorizing the City Manager to sign Agreement for Hazardous Materials Team within San Joaquin County.

- C-8 Accept Improvements Under Contract for Well 23 Granular Activated Carbon Replacement Project (PW)

Accepted the improvements under contract for Well 23 Granular Activated Carbon Replacement Project.

- C-9 Adopt Resolution Accepting \$20,230 Donation from Michael David Family Foundation and Appropriating Funds (PRCS)

Adopted Resolution No. 2016-197 accepting \$20,230 donation from Michael David Family Foundation and appropriating funds.

- C-10 Adopt Resolution Revising Debt Management Policy (CM)

This item was pulled from the agenda.

- C-11 Set Public Hearing for December 21, 2016, to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Article III, "Rates," in Its Entirety (EU)

Set public hearing for December 21, 2016, to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Article III, "Rates," in its entirety.

- 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.

League of California Cities Central Valley Regional Public Affairs Manager Stephen Qualls announced that Council Member Mounce was elected President of the League of California Cities

in October and has done a tremendous job representing the City, State, and the League as a Board Member.

Mayor Chandler also extended his congratulations to Council Member Mounce.

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

Council Member Johnson expressed disappointment that the Lodi District Chamber of Commerce chooses to hold the Mayor's State of the City Address in Woodbridge and suggested staff meet with the Chamber to discuss holding future events within the City limits. Council Member Johnson commented on the recent news article in The Record regarding San Joaquin County Emergency Management Services (EMS) and its Director who is dictating what County fire districts can and cannot do with regard to County fire input. He stated that Fire Chief Rooney provided Council with a memorandum detailing the situation further, that he believes this is inappropriate, and if it continues, Council should weigh in on the matter by contacting members of the Board of Supervisors.

Mayor Pro Tempore Kuehne commended Mayor Chandler on doing a fine job with the State of the City Address and was pleased to hear about the many positive accomplishments and future endeavors taking place in Lodi. With regard to the County EMS issue, he reported that the Local Agency Formation Commission (LAFCO) is concerned as well and will be weighing in on this issue soon. Mayor Pro Tempore Kuehne reported that he attended the LAFCO conference in Santa Barbara, at which State legislative issues were presented and the effect they will have on cities. The keynote speaker was the son of Jacques Cousteau who addressed the convention about major water concerns in California.

Council Member Mounce reported that she recently addressed the Lions Club of Lodi and the Historical Society, during which she highlighted the League of California Cities and the value the organization brings to Lodi and the State. Further, Council Member Mounce reported that she, along with 15 other League Board representatives, appointed the new League Executive Director to replace former Director Chris McKenzie who retired after 17 years. Carolyn Coleman will be the first female to lead the League and comes with vast experience and knowledge.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 28 Medium-Density Residential Growth Management Allocations for the Camper - Sacramento Street 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 Chandler called for the public hearing to consider adopting resolution approving the Planning Commission's recommendation to authorize 28 Medium-Density Residential Growth Management Allocations for the Camper - Sacramento Street Subdivision.

City Planner Craig Hoffman provided a PowerPoint presentation regarding the Camper - Sacramento Street Subdivision application and growth management allocation. Specific topics of discussion included vicinity map, subdivision map, growth allocation, and Planning Commission recommendation.

In response to Council Member Nakanishi, Mr. Hoffman stated that Public Works is not in favor of speed bumps because of long-term maintenance and added that speed bumps on Sacramento Street, with its mixed use of commercial and residential, would likely impede large commercial vehicles. Mr. Hoffman stated that Sacramento Street is a wide street, but it may be prudent to close down the street by lowering the speed limit, and signage would help in that

regard. The Planning Commission took the issue of traffic seriously and spent an hour discussing all of the topics relating to this project.

Mayor Pro Tempore Kuehne stated he was pleased this is an in-fill project, he appreciates the design, and feels the on-street parking will naturally slow down traffic; however, he expressed concern with the lack of parking, specifically parking for guests within the 16 interior units of the project, which has two-car garages but no guest parking. He believed this will force cars to park on the street at a rate that is more than the street can handle. He suggested removing two units from the back, near the railroad, to create on-site parking. He stated he would like this project to be a positive addition to the community well into the future.

Council Member Mounce also expressed appreciation that this is an in-fill project but expressed concern about the proximity to the railroad and the amount of noise and vibration residents will experience. In addition, she stated neighbors have complained about the major traffic issue in the area and suggested that stop signs or speed bumps be considered, adding that speed bumps have been successfully utilized in Stockton. She agreed with Mayor Pro Tempore Kuehne that parking congestion will occur and pointed out that the community center is located directly across the street, which will add to the parking problem. She stated she would like to hear what the Planning Commission's comments were on this project.

Mr. Hoffman explained that each home in the project will have a two-car garage; there will be a Home Owners' Association (HOA) to ensure garages are used as intended and not for storage; the development is intended for those not seeking conventional housing; and the proximity is close to downtown. There is room for 26 parking spaces along the frontage of the project, which is consistent with conventional housing projects like Reynolds Ranch and Rosegate, and the Planning Commission believed there was ample parking.

Council Member Mounce stated she was opposed to closing down that portion of Sacramento Street, because it would close off access to the community center.

Council Member Johnson questioned the rationale behind the discussion to close down that portion of the street. Mr. Hoffman explained there was never discussion about closing the street, but there was consideration of turning some into one-way streets; however, that neighborhood was specifically designed for two-way traffic. City Manager Schwabauer clarified that "closing down the street" meant reducing the speed limit. Mr. Hoffman further stated that adding on-street parking will help reduce speeds as well. Council Member Johnson stated he was pleased this is an in-fill project, but this discussion has him concerned about the parking as well. He pointed to the Tienda Drive project, stating there was a parking concern about spill over parking onto Tienda Drive and questioned if the parking issue on this project has been thoroughly vetted. Mr. Schwabauer explained that the difference in the two projects is that Tienda Drive has two units fronting the street; whereas, this project has 26 units along the frontage with more space to park vehicles.

Mayor Pro Tempore Kuehne stated he was pleased to hear that an HOA will monitor use of the two-car garages, but his concern over visitor parking has still not been assuaged. He pointed out there is also a market, storage unit, and recycling center in the area that will contribute to the on-street parking congestion. Mr. Hoffman stated that historically this area has not had a significant amount of on-street parking and pointed out that visitors are able to park on either side of the street from north to south. Mayor Pro Tempore Kuehne stated that removing one unit, instead of two, would likely suffice in creating ample on-site parking in the interior of the development.

Council Member Mounce stated this is an exciting project that will improve the depressed area and provide housing near downtown and the multi-modal station.

In response to Council Member Nakanishi, Mr. Hoffman stated the Planning Commission reviewed and discussed the proximity of the development to the railroad tracks and the parking concern, but after the hearing, the Commission was appeased and had no further concerns with the on-street and on-site parking.

Mayor Chandler opened the public hearing for public comment.

Bruce Camper, project developer, stated that considerable thought went into the project, including parking, proximity to the railroad, sound issues, and number of units, and focus groups and meetings were held. He stated he believed that, with the two-car garages, additional parking in driveways, and on-street parking, there was adequate parking for the project.

Mayor Pro Tempore Kuehne stated that the elevation map appears to indicate there is inadequate space to park in the driveways. In response, Darryl Sasaki stated this project was modeled off of the development on Chickadee Lane and Century Boulevard, which has additional parking between each of the units. When drafting the design, it was determined that adding more parking to the units would lessen the quality of the project in the long run.

In response to Council Member Mounce, Mr. Camper stated that he received an excellent response regarding the development from neighboring residents and those who attended the Planning Commission meeting. He stated this project will increase property values and benefit local merchants who are equally excited about the project. In further response, Mr. Camper stated the project will not have a sound wall, but construction will include internal building measures, such as noise-resistant purple board, in order to achieve a better decibel rating than the standard 46 decibels. He stated he could not reveal the selling price of the homes but they would likely start around \$275,000 in order to accommodate the City's request for affordable housing.

In response to Mayor Pro Tempore Kuehne, Mr. Sasaki reiterated that the design eliminates parking in the driveways; instead, there is a ten-foot buffer between the homes that could be used for additional parking.

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

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2016-197 approving the Planning Commission's recommendation to authorize 28 Medium-Density Residential Growth Management Allocations for the Camper - Sacramento Street Subdivision.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, and Mayor Chandler

Noes: Mayor Pro Tempore Kuehne

Absent: None

G-2 Public Hearing to Consider Introducing Ordinances Adopting the 2016 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (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 Chandler called for the public hearing to consider introducing ordinances adopting the 2016 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code.

Building Official Dennis Canright provided a PowerPoint presentation regarding adoption of the 2016 California codes. Specific topics of discussion included code adoption, 2016 California Building Standards Code - Title 24, major changes, public communication, 2016 California Building Code, and staff recommendation.

In response to Council Member Mounce, Mr. Canright confirmed that the changes are dictated by the State.

Council Member Nakanishi questioned why the City even needs to take action since it is required

to adopt the State's code by January 1 or be forced to follow the State code. Mr. Canright explained that the City incorporates its own appendix chapters, which it would not be permitted to use if the City failed to adopt the State code.

Mayor Chandler opened the public hearing for public comment.

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

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinances No. 1932, No. 1933, No. 1934, No. 1935, No. 1936, No. 1937, and No. 1938 adopting the 2016 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code, respectively.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

G-3 Public Hearing to Consider Adopting Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2017 and Updating the Fee Model for the Conservation Plan (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 Chandler called for the public hearing to consider adopting resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fees for 2017 and updating the fee model for the Conservation Plan.

City Planner Craig Hoffman provided a presentation regarding the SJMSCP development fees for 2017. Specific topics of discussion included Lodi's adoption of the Plan on February 21, 2001; schedule of fees for property owners developing properties with non-agricultural uses; mitigation of impacts of new development on habitat; requirement for all jurisdictions covered by the plan to adopt the fees; annual review; five-year financial analysis of the plan; goal to review and refine as necessary; costs of implementing fees; approval of 2017 fee schedule by San Joaquin Council of Governments; and recommendation to adopt the fee, which will become effective January 1, 2017.

Mayor Chandler opened the public hearing for public comment.

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

Mayor Pro Tempore Kuehne made a motion, second by Council Member Mounce, to adopt Resolution No. 2016-199 setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2017 and updating the fee model for the Conservation Plan.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications - None

I. Regular Calendar

I-1 Provide Direction on Setting of Rebate Caps for Annual Lodi Electric Utility Solar Rebate Program (CM)

Business Development Manager Adam Brucker provided a PowerPoint presentation on Lodi Electric Solar Rebate Program. Specific Topics of discussion included program to date, 2016 rebate payments, 2017 program - final year of state mandate, and options going forward.

Council Member Mounce expressed support for a modified Option 1 as set forth: a) fund the \$320,000 carry-over of eight non-residential rebate projects at the 2016 cap of \$40,000; b) reduce the non-residential category of \$100,000 to fund two projects instead of the proposed 2.5; and c) move the remaining funds into the residential category.

Council Member Nakanishi concurred with the suggestion, stating he would like to maintain the \$5,000 rebate cap for the residential category.

Mayor Pro Tempore Kuehne suggested the following modification to Council Member Mounce's suggestion: a) fund the \$320,000 carry-over of eight non-residential rebate projects at the 2016 cap of \$40,000 as suggested; b) reduce the non-residential rebate cap to \$33,000, instead of the proposed \$40,000, to allow for three projects instead of the proposed 2.5; and c) move the remaining funds into the residential category.

Bill Conley with Renewable Technologies questioned the policy of carrying over the commercial projects from 2016 to 2017 when it was originally handled as a lottery and whether people were notified of this during the enrollment period.

Mr. Brucker explained that all 15 non-residential entries in 2016 were entered into the lottery and ranked; the first five projects exhausted the limit; and any project that did not move forward opened up a slot for the next in line in the lottery. The residential category was handled similarly; however, there was no need to conduct a lottery. Mr. Brucker confirmed that previous Council direction was to carry over the projects that were not successful in the lottery, those individuals were notified of their position, and all eight projects are still active.

Darryl Conklin from Renewable Technologies recognized that the eight project sponsors were notified about the carry over, but questioned if the greater public was notified that there would be a waiting list already established at the beginning of the new rebate year instead of a new lottery process. He believed the waiting list did not create a fair opportunity for a clean slate to participate in the lottery or application process and he advocated for a program re-set.

Mr. Brucker stated that the Council meeting in February, at which Council directed staff to create a waiting list, was open to the public, as was the lottery process. Mr. Conklin countered that the waiting list was not clear to those involved or communicated to all stakeholders. He further stated that the Federal solar investment tax credit is scheduled to carry over to 2019 and does not end this year.

In response to City Manager Schwabauer, Mr. Brucker stated he could not recall if information regarding a waiting list or any change to the program was posted on the City's website.

Mr. Conklin requested Council postpone its decision and provide public notice about any changes in the program, adding there are other commercial entities looking to move to solar and this limits them from taking advantage of the rebate program.

Council Member Mounce questioned if his proposal included carrying over the eight projects, but have them participate in the lottery process, to which Mr. Conklin stated that would be fairest. He further stated a \$30,000 cap versus \$40,000 for non-residential is not a significant difference, but the program re-set is key. Mr. Conklin stated that commercial businesses pay higher rates and use more power and they would like to send a message that they are green. Council Member Mounce pointed out that residential customers subsidize industrial customers and that industrial customers do not pay the highest rates, although they use more electricity. In further reply to Mr. Conklin, Council Member Mounce stressed that General Mills did not leave Lodi because of Lodi Electric Utility rates. Mr. Conklin stressed the importance of enticing business owners to look

at solar power, stating he would like businesses to have a fair opportunity in this process because they were unaware of the waiting list and requested Council re-set the program.

City Attorney Magdich stated she recalled that Council's decision on the waiting list was made at a public hearing, which was duly noticed, published in the newspaper, and posted and that the subsequent Council minutes were posted as well. Municipalities are not required to do further outreach, stating that the public hearing notice is considered the outreach and the public has an opportunity to attend hearings and state their opinions.

Mr. Conklin countered that, had the notice stated there would be procedural changes implemented and a waiting list created, a greater segment of the public would have participated, but Council made its decision at the dais.

In response to Mayor Pro Tempore Kuehne, Mr. Brucker stated the rebate program will conclude at the end of 2017, explaining that the State mandated program started in 2008 and was intended to run for ten years unless extended by new legislation.

In response to Council Member Nakanishi, Mr. Brucker explained that every customer pays a solar charge that is collected for this rebate program and at the end of the program, the surcharge will sunset.

With regard to the last suggested change to Option 1, Council Member Mounce suggested moving at least \$5,000 from the non-residential category into the residential category in order to complete one more project at the \$5,000 cap and divide the remaining balance in the non-residential category for as many projects as is reasonable.

Mr. Brucker stated that many of the non-residential projects will reach the maximum cap, but there are smaller projects also looking for rebates.

In response to Council Member Nakanishi, Mr. Schwabauer stated that, once the solar rebate charge is eliminated, customers will see a slight decrease in the rate, roughly 2.5 percent. Mr. Brucker added it would equate to 0.000125 per kilowatt hour.

Council Member Mounce stated she could not support a motion that does not cover an even number of projects in the residential category at the \$5,000 cap.

Mr. Schwabauer suggested a non-residential category amount of \$95,000 split into three projects and moving the remaining \$5,000 into the residential category for a total amount of \$185,000 for 37 projects at a \$5,000 rebate cap.

Mayor Pro Tempore Kuehne made a motion, second by Council Member Johnson, to approve funding the \$320,000 carry-over of eight non-residential rebate projects at the 2016 cap of \$40,000; allocating \$185,000 to the residential category for 37 projects at the \$5,000 cap; and allocating \$95,000 in the non-residential category to be divided among three projects.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:37 p.m., in memory of Brad Vander Hamm, a local teacher, first Executive Director of the 180 Teen Center, and former City employee and Youth Commission liaison, who passed away on

October 19, 2016; and Brian Watts, Lodi resident and local hero who saved a motorist from a burning vehicle, who passed away on October 24, 2016.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 8, 2016**

The November 8, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

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 15, 2016

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 2016, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through Q.

Exh.	Date	Contractor	Project	Award Amt.
A	07/12/2016	Sauber Mfg. Co.	High Rollers, replace cable in place	\$11,923.20
B	07/12/2016	Anixter	Reynolds Ranch cable	\$12,042.00
C	07/14/2016	ABB c/o Pacific Utilities	Transformers	\$12,722.40
D	07/28/2016	General Pacific	Meters	\$12,439.53
E	07/29/2016	Pump Repair Service	Waste activated sludge pumps	\$19,382.72
F	08/03/2016	HLP, Inc.	Chameleon software	\$19,656.00
G	08/11/2016	Oldcastle Precast	Concrete vaults	\$15,809.60
H	08/11/2016	DC Frost/Parkson	Diffuser membrane for aeration basin 6	\$19,594.40
I	08/11/2016	Top Dog K-9 Training & Consulting	Purchase two K-9 dogs	\$17,000.00
J	08/22/2016	Lehr	Patrol vehicle equipment installation	\$11,317.77
K	08/26/2016	Rockwell Engineering & Equipment	Fan press #1 sludge pump	\$10,907.21
L	08/26/2016	Hopkins Technical Products	Groundwater well chlorine analyzer	\$19,544.07
M	08/26/2016	Oldcastle	Concrete vaults & lids for Cherokee Ln.	\$15,809.60
N	08/29/2016	Beecher Emission Solutions Tech	Diesel exhaust removal system	\$19,964.47
O	09/14/2016	Pump Repair Service	Digester recirculation pump	\$19,061.64
P	09/14/2016	DC Frost	UV critical parts for White Slough	\$18,885.92
Q	09/14/2016	General Pacific	Meters	\$19,008.00

FISCAL IMPACT: Varies by project.

FUNDING AVAILABLE: All purchases were budgeted in the 2016-2017 Financial Plan.

Jordan Ayers
Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: High Rollers
 DEPARTMENT: Electric Utility
 CONTRACTOR Sauber Mfg. Co.
 AWARD AMOUNT: \$11,923.20
 DATE OF RECOMMENDATION: July 12, 2016

BIDS OR PROPOSALS RECEIVED:

Sauber Mfg. Co.	\$11,923.20
All-Phase	\$12,528.00
Anixter	\$13,549.25

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are needed to replace cable in place.

FUNDING: 50064100.72359

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Reynolds Ranch
DEPARTMENT: Electric Utility
CONTRACTOR Anixter
AWARD AMOUNT: \$12,042.00
DATE OF RECOMMENDATION: July 12, 2016

BIDS OR PROPOSALS RECEIVED:

Anixter	\$12,042.00
General Pacific	\$12,798.00
Platt	\$19,055.36

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This cable is needed for the Reynolds Ranch subdivision.

FUNDING: 500.13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Transformers
DEPARTMENT: Electric Utility
CONTRACTOR ABB c/o Pacific Utilities
AWARD AMOUNT: \$12,722.40
DATE OF RECOMMENDATION: July 14, 2016

BIDS OR PROPOSALS RECEIVED:

Pacific Utilities	\$12,722.40
Cheryond Electric	\$13,281.84
Howard Industries (Silicon Core)	\$13,666.32
Howard Industries (Amorphous Core)	\$15,258.24
Anixter	\$14,070.24
HEES	\$12,063.60
Central Moloney	\$14,839.20

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The purchase of transformers is based on Life Cycle cost and not purchase price.
Although the HEES Transformer had a lower purchase price, the Life Cycle cost was higher.

FUNDING: 500.13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Meters
DEPARTMENT: Electric Utility
CONTRACTOR General Pacific
AWARD AMOUNT: \$12,439.53
DATE OF RECOMMENDATION: July 28, 2016

BIDS OR PROPOSALS RECEIVED:
General Pacific \$12,439.53

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The EU is directed to purchase ITRON meters per Council Resolution 2010-02. General Pacific is the ITRON rep for Northern California.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Waste Activated Sludge (WAS) Pumps
DEPARTMENT: PW
CONTRACTOR: Pump Repair Service
AWARD AMOUNT: \$19,382.72
DATE OF RECOMMENDATION: July 29, 2016

BIDS OR PROPOSALS RECEIVED:
Pump Repair Service- \$19,382.72

"NO BID" or NO RESPONSE RECEIVED:
NA

BACKGROUND INFORMATION & BASIS FOR AWARD:

Staff recommends purchase of the 2 WAS pumps from Pump Repair Service of the "Yeoman 6150 Model 4207 Bare Pumps only to duplicate SO #265813, with type 21 double mechanical seal and dead end box. Rated for 160 gpm@33"TDH."

These are replacement pumps specified by the design engineering staff for 1989 plant upgrade. No special adaptation will be necessary to install.

FUNDING: 53053003. 11030

Prepared by: Karen D Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Chameleon Software
DEPARTMENT: Police Department - Animal Services
CONTRACTOR HLP, Inc.
AWARD AMOUNT: \$19,656.00
DATE OF RECOMMENDATION: 08/03/2016

BIDS OR PROPOSALS RECEIVED:

HLP, Inc \$19,656.00

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Chameleon is an integrated Shelter Case Management System that assists with all activities within the facility, including vet record-keeping, shelter management, operations, licensing, etc. HLP, Inc is the Sole Source software developer. There are no comperable software applications available that provide this comprehensive automated software for animal shelters and is widely used among most Animal Shelters nationwide.

FUNDING: 10030001.72369

Prepared by: Paula O'Keefe _____

Title: Management Analyst _____

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Concrete Vaults
 DEPARTMENT: Electric Utility
 CONTRACTOR Oldcastle Precast
 AWARD AMOUNT: \$15,809.60
 DATE OF RECOMMENDATION: 08/11/2016

BIDS OR PROPOSALS RECEIVED:

Oldcastle Precast	\$15,809.60
Jensen Precast	\$17,401.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Oldcastle Precast was the lowest responsible bidder.
 Because Oldcastle and Jensen are the only two precast firms in our area it is only practical to get two bids.
 Because of the weight of concrete vaults it is not economical to purchase vaults which would have to travel long distances.

FUNDING: 500.13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Diffuser membrane replacement for Aeration Basin #6
DEPARTMENT: Public Works
CONTRACTOR DC Frost/Parkson
AWARD AMOUNT: \$19,594.40
DATE OF RECOMMENDATION: 08/11/2016

BIDS OR PROPOSALS RECEIVED:
 DC Frost - Distributor for Parkson - sole source \$19,594.40

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

There are six aeration basins at White Slough WPCF. Each basin contains 34 or 58 floor diffusers, depending on the basin. The diffusers are needed to inject air into the wastewater to support the growth of the aerobic microorganisms that consume bacteria. Staff will be performing preventive and repair maintenance by replacing the 34 diffuser membranes in the #3 aeration basin.

Monies will be allocated in the CIP budgets to change membranes for one aeration basin each year (six years).

FUNDING: 53053003.72352 Special Dept Materials

Prepared by: Karen D. Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: K-9 Purchase
DEPARTMENT: Police Department
CONTRACTOR Top Dog K-9 Training and Consulting
AWARD AMOUNT: \$17,000.00
DATE OF RECOMMENDATION: 08/11/2016

BIDS OR PROPOSALS RECEIVED:

Top Dog Police K9 Training & Consulting \$17,000.00

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi has consistently purchased K-9 police dogs through Top Dog Police K9 Training & Consulting. Top Dog Police K9 has a great relationship with the Lodi Police Department and is aware of the needs of the City and the Department. Recently, the department began searching for a third K-9 and found Bali and Radar, a one-year-old Belgian Malinois and sixteen-month-old Dutch Shepherd, after meeting and evaluating several other K-9s. The K-9 team would like to move forward with the purchase of Bali and Radar through Top Dog Police K9, which includes a two year health and workability warranty.

FUNDING: 10032000.72346

Prepared by: Paula O'Keefe

Title: Management Analyst

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Patrol Vehicle Equipment Installation
DEPARTMENT: Police
CONTRACTOR Lehr
AWARD AMOUNT: \$11,317.77
DATE OF RECOMMENDATION: 08/22/2016

BIDS OR PROPOSALS RECEIVED:

Lehr \$11,317.77

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

LEHR Auto is the only local vendor who has ensured all police vehicle emergency equipment is consistent with each vehicle installation. Lodi PD has used other installers in the past and found shoddy installation work, equipment purchased but not installed, etc. LEHR is thorough and allows our fleet coordinators to oversee installations to ensure all vehicles maintain the same consistency and integrity of equipment. This purchase will be a special installation of K-9 equipment in addition to the regular patrol vehicle outfitting. Vehicle 05-028.

FUNDING: 40399100.77040

Prepared by: Paula O'Keefe

Title: Management Analyst

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Fan Press #1 Sludge Pump
DEPARTMENT: PW
CONTRACTOR Rockwell Engineering & Equipment Co.
AWARD AMOUNT: \$10,615.54 (\$10,907.21 including freight)
DATE OF RECOMMENDATION: 08/26/2016

BIDS OR PROPOSALS RECEIVED:

Rockwell Engineering and Equipment Co.	\$10,615.54*
Surface Pumps, Inc.	\$10,733.04*
Lobe Pro Rotary Pumps	\$14,410.59*

* These quotes do not include freight.

"NO BID" or NO RESPONSE RECEIVED:

NA

BACKGROUND INFORMATION & BASIS FOR AWARD:

The existing sludge pump no longer functions and repair of the pump is not practical due to the cost of parts. Maintenance staff have received 3 quotes from vendors and recommend purchase of a Börger Sludge Pump from Rockwell Engineering and Equipment.

FUNDING: 53053003. 72531

Prepared by: Karen D Honer 

Title: Wastewater Plant Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Groundwater Well Chlorine Analyzer and Probe Replacement
DEPARTMENT: Public Works
CONTRACTOR Hopkins Technical Products
AWARD AMOUNT: \$19,544.07
DATE OF RECOMMENDATION: 08/26/2016

BIDS OR PROPOSALS RECEIVED:
Hopkins Technical Products (Sole Source) \$19,544.07

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City owns, operates and maintains (28) groundwater wells, (25) which are equipped with onsite chlorination. The equipment, installed in 2012, consists of a ProMinent Chlorine Analyzer and chlorine probe used to continuously measure the chlorine residual at each well.

The manufacture recommends replacement of chlorine probes between 3-5 years based on water quality conditions. The Well Facilities Operation and Maintenance Manual states the City staff will maintain adequate spare parts for critical equipment and replace based on manufacture’s recommendation.

At this time, staff recommends the purchase of (1) analyzer unit and (11) probes to adequately maintain inventory and begin probe replacement as needed.

FUNDING: 56052003.72352

Prepared by: Andrew Richle

Title: Water Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Cherokee Lane
 DEPARTMENT: Electric Utility
 CONTRACTOR Oldcastle
 AWARD AMOUNT: \$15,809.60
 DATE OF RECOMMENDATION: August 26, 2016

BIDS OR PROPOSALS RECEIVED:

Oldcastle	\$15,809.60
Jensen Precast	\$17,401.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The award is for \$15,809.60 for Oldcastle

This is for vaults and lids to be used on the Cherokee Lane Project.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: New Fire Engine No Smoke Diesel Exhaust Removal System
RESO # 2016-141

DEPARTMENT: Fire Department

CONTRACTOR Beecher Emission Solutions Technologies, LLC

AWARD AMOUNT: \$19,964.47

DATE OF RECOMMENDATION 08/29/2016

BIDS OR PROPOSALS RECEIVED:

Beecher Emission Solutions Technologies, LLC and Ward Diesel Filter Systems is the sole manufacturer of the "NO SMOKE" diesel filtration system. Other similar products do not meet the standard that the Ward system does
\$19,964.47

"NO BID" or NO RESPONSE RECEIVED:

Sole Manufacturer letter attached

BACKGROUND INFORMATION & BASIS FOR AWARD:

Request for NO SMOKE Diesel Exhaust Removal System and associated parts to outfit the two new Hi-Tech Engines. This is part of the FY2016/17 Budget. Funds in the Vehicle Replacement account for the Fire Department budget had been earmarked for the purchase of equipment to outfit the two new Hi-Tech Fire Engines. (Vehicle Replacement Fund 40499100.77040 – Diesel Exhaust System). Total cost to outfit both new engines cannot exceed \$200,000

Resolution No. 2016-141

Please see attached itemized list representing the cost analysis Diesel Exhaust System to not exceed \$21,000

FUNDING: Vehicle Replacement Fund 40499100.77040 – Diesel Exhaust System

Prepared by: Larry Rooney

Title: Fire Chief

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Digester recirculation Pump
DEPARTMENT: PW
CONTRACTOR Pump Repair Service
AWARD AMOUNT: \$19,061.64
DATE OF RECOMMENDATION: 09/14/2016

BIDS OR PROPOSALS RECEIVED:
MuniQuip \$19,061.64

“NO BID” or NO RESPONSE RECEIVED:
NA

BACKGROUND INFORMATION & BASIS FOR AWARD:

Staff recommends purchase of the digester sludge recirculation pump for mixing and maintaining heat in the digester. The current pump is operating but is a couple decades old and expected to fail soon. This is part of the preventive maintenance program for pumps. The old pump will remain the shelf so it can be used for parts or stand by in the casae of an emergency.

FUNDING: 53053003.77030

Prepared by: Karen D Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: UV Critical Parts
DEPARTMENT: PW
CONTRACTOR DC Frost
AWARD AMOUNT: \$18,885.92
DATE OF RECOMMENDATION: 09/14/2016

BIDS OR PROPOSALS RECEIVED:

sole source purchase	
DC Frost	\$18,885.92

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is a sole source project. The parts are needed for immediate routine maintenance. The 2016-2017 budget allocated \$200,000 and that is scheduled for the September 21, 2016 council meeting.

This recommendation for award is for parts needed for immediate maintenance such and lamps and wipers. This is a sole source project. We will begin discharging to the Slough before November, and are behind on having the UV up to its top performance. The request for a PO was started so that we could get going on repairs while we wait for a pending PSA. As it takes some time to get parts delivered and then do said repairs

FUNDING: 53053003.72352

Prepared by: Karen D. Honer

Title: Wastewater Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: **Meters**

DEPARTMENT: **Electric Utility**

CONTRACTOR **General Pacific**

AWARD AMOUNT: **\$19,008.00**

DATE OF RECOMMENDATION: **September 14, 2016**

BIDS OR PROPOSALS RECEIVED:

General Pacific	\$19,008.00
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“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The award is for \$19,008.00 for General Pacific

ITRON is the only meter used on the Lodi meter network so we must use ITRON meters only. General Pacific is the Northern California Representative for ITRON.

FUNDING: 500-13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

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 15, 2016

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, 2016 is \$93,145,533.16.
The average annualized return on all invested funds over the quarter is 0.30%.

The total earnings on all invested funds for FY 2016-17 are \$77,206.10.
The average annualized return on all invested funds for FY 2016-17 is 0.30%.

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, 2016 Investment Statement

Investment:	Earnings for Qtr Ending 09/30/16:	Ending Balance:
Local Agency Investment Funds*		
39.9% of portfolio	0.61% interest earnings	37,115,569.19
	Subtotal LAIF	37,115,569.19
CalTRUST Investment Trust of California		
47.5% of portfolio		
Short-Term Account	0.68% interest earnings	12,207,408.91
Medium-Term Account	-0.20% interest earnings	32,042,862.70
	Subtotal CalTRUST	44,250,271.61
Certificates of Deposit		
1.0% of portfolio		
F&M Bank (matures 11/04/16)	0.60% interest earnings	250,000.00
Umpqua Bank (matures 10/21/16)	0.40% interest earnings	250,000.00
Bank of the West (matures 03/10/17)	0.50% interest earning	250,000.00
BBVA Compass (matures 03/11/17)	0.60% interest earnings	248,500.00
	Subtotal CDs	998,500.00
Passbook/Checking Accounts		
11.6% of portfolio		
Farmers & Merchants **	demand acct	3,700,105.35
Farmers & Merchants - Money Market	0.55% interest earnings	4,270,276.05
Farmers & Merchants - Payroll	demand acct	62,828.65
Farmers & Merchants - CP Money Market	0.35% interest earnings	2,747,982.31
	Subtotal P/C Accts	10,781,192.36
	TOTAL	93,145,533.16



 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

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive the Bid Process and Purchase One John Deere 524K-II Loader Tractor for White Slough Water Pollution Control Facility, from Pape' Machinery, of French Camp, Utilizing California Multiple Award Schedule Contract No. 4-08-23-0022A (\$143,799)

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive the bid process and purchase one John Deere 524K-II loader tractor for White Slough Water Pollution Control Facility, from Pape' Machinery, of French Camp, utilizing California Multiple Award Schedule Contract No. 4-08-23-0022A, in the amount of \$143,799.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) currently utilizes a 1995 John Deere loader unit 04-040, as shown in Exhibit A, to assist with biosolids handling within the sludge lagoon system. In Fiscal Year 2008/09 the loader (then utilized by the Streets Division) was scheduled for replacement.

The Public Works Department repurposed the loader by assigning the vehicle to WSWPCF for handling biosolids being generated by the City's newly commissioned Biosolids Processing Facility. Though the loader is undersize for this specific duty, the vehicle reassignment allowed the City to defer the cost of a new loader for eight years. During this eight year period, the Wastewater Utility spent \$20,587 on maintenance and repairs, creating an overall savings for the Wastewater Utility. The 21 year-old vehicle has reached its useful life and is being recommended for replacement with a loader that is more suitable for biosolids handling.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends purchase of the John Deere 524K-II Loader (Exhibit B) utilizing the California Multiple Award Schedule Contract No. 4-08-23-0022A.

FISCAL IMPACT: The purchase of the new, appropriately sized loader will increase production and efficiency of biosolid handling WSWPCF while reducing maintenance and repair costs.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: WSWPCF Capital Improvements Fiscal Year 2016/17 (53199000.77040).

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/KH/jr
Attachments

Exhibit A





City of Lodi – White Slough
 Nathan Shropshire
 1331 South Mam Lane
 Lodi, CA 95242-3995
 Phone: (209) 333-6749

**JOHN DEERE 524K-II LOADER
 CMAS CONTRACT # 4-08-23-0022A**

CODE	DESCRIPTION	LIST PRICE
7550DW	524K-II LOADER	\$ 154,165.00
0810	524K Standard Gathering Group	IN BASE PRICE
2605	English Labels and Decals	IN BASE PRICE
1010	524K Loader	IN BASE PRICE
0924	John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (141 Net Peak hp)	\$ 15,638.00
1510	Standard Fan Drive	IN BASE PRICE
1430	Air Intake System with Centrifugal Precleaner Engine	\$ 617.00
1310	Engine Exhaust with Flat Black Curved Stack	IN BASE PRICE
2708	24 Volt to 12 Volt - 8 Amp Converter	IN BASE PRICE
1211	100 amp Alternator - FT4	\$ 275.00
1610	Standard Fuel Filter & Water Separator	IN BASE PRICE
1110	5-Speed Transmission	IN BASE PRICE
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	IN BASE PRICE
3120	Manual Axle Differential Lock	IN BASE PRICE
5530	Front Fenders	IN BASE PRICE
2010	Standard Z-BAR	IN BASE PRICE
2890	No Payload Scale	IN BASE PRICE
2424	2 Function – Joystick with Steering Column FNR	IN BASE PRICE
8422	ROPS Quiet Cab with Air Conditioning	\$ 12,100.00
5610	Left Side Steps	IN BASE PRICE
8450	Cab with Air A/C Charge	IN BASE PRICE
2220	Standard Fabric, Back Rest Extension, Air Suspension Seat	IN BASE PRICE
2120	Steering Wheel Only	IN BASE PRICE
1910	Greased Steering Cylinder Joints	IN BASE PRICE
2510	Ride Control	\$ 4,015.00
7110	Halogen Work and Drive Lights	IN BASE PRICE
8310	Standard Outside Mirrors	IN BASE PRICE
8220	Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin	\$ 688.00
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	IN BASE PRICE
4934	No Brand Preference	\$ 13,138.00
8715	2.75 Cu. Yd. (2.1 Cu. M.) 100 in. Wide GP Bucket with Bolt-on Cutting Edge and Skid Shoes	\$ 7,348.00
9106	AM/FM/Weather Band (WB) Radio with Remote AUX Port	\$ 576.00
9125	Single Beacon Bracket	\$ 189.00
9131	Rear Camera Only	\$ 1,285.00
9140	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	\$ 139.00
9709	20.5R25 1 STAR L3 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	REF. CODE 4934
524	F&I strobe light	NO CHARGE

Standard Warranty: 12 months. Unlimited hours.

09/09/16

Configured List Price	\$ 210,173.00
Less CMAS Discount (34.31%)	(\$ 72,110.35)
Additional Papé Machinery discount	(\$ 4,922.65)
Subtotal	\$ 131,140.00
Sales Tax (8.000%)	\$ 10,651.20
Tire Tax	\$ 7.00
Total CMAS Sale Price	\$ 143,798.20

Brian Heavey
Territory Manager
Papé Machinery, Inc.
8621 S. El Dorado St.
French Camp, CA 95231
Cell: (209) 247-5317
bheavey@papemachinery.com

www.papemachinery.com

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO WAIVE THE BID PROCESS AND PURCHASE ONE JOHN DEERE 524K-II LOADER TRACTOR FROM PAPE MACHINERY, OF FRENCH CAMP, UTILIZING THE CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 4-08-23-0022A

WHEREAS, White Slough Water Pollution Control Facility (WSWPCF) utilizes a 1995 John Deere loader Unit No. 04-040 to assist with biosolids handling within the sludge lagoon system; and

WHEREAS, in Fiscal Year 2008/09, Unit No. 04-040, which was then utilized by the Streets Division, was scheduled for replacement; and

WHEREAS, the Public Works Department repurposed the loader by assigning the vehicle to WSWPCF for handling biosolids, and even though the loader is undersize for this specific duty, the vehicle reassignment allowed the City to defer the cost of a new loader for eight years. The 21-year-old vehicle has reached its useful life and is being recommended for replacement with a loader more suitable for biosolids handling; and

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

WHEREAS, staff recommends that the City Council authorize the City Manager to waive the bid process and purchase one John Deere 524K-II loader tractor from Papé Machinery, of French Camp, in the amount of \$143,799, utilizing the competitively-bid California Multiple Award Schedule Contract No. 4-08-23-0022A.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the formal bidding process; and

BE IT FURTHER RESOLVED that Lodi City Council does hereby authorize the City Manager to purchase one John Deere 524K-II loader tractor from Papé Machinery, of French Camp, California, in the amount of \$143,799, utilizing the competitively-bid California Multiple Award Schedule Contract No. 4-08-23-0022A.

Dated: November 15, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Water Well Abandonment Project

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Water Well Abandonment Project.

BACKGROUND INFORMATION: This project consisted of abandoning five water well sites, destructing five water wells, and other incidental and related work. Two of the well sites (Well 3 and Well 10R) are located in town and the remaining three well sites are located at White Slough Water Pollution Control Facility (WSWPCF).

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

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

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

The contract was awarded to Hedman Drilling, Inc., of Sacramento in the amount of \$80,000.00 on December 16, 2015. The project completion date was October 7, 2016. The final contract price was \$99,950.00. The difference between the original contract price and the final contract amount is primarily due to the discovery of an additional unabandoned well at the Well 3 site underneath the existing pavement. That well was destructed per San Joaquin County Health Department requirements.

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.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: This project was funded by Water Capital and Wastewater Capital Outlay Funds

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director
CES/LC/jr
Attachment

cc: Utilities Manager
Hedman Drilling, Inc.
Public Works Management Analyst
Compliance Engineer, Garcia

Well Abandonment Project - Exhibit A



Well No. 3 Site



Well No. 10R Site



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Pre-Sort Center, Inc. of Stockton, CA for Print, Insert and Mail Services

MEETING DATE: November 15, 2016

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment to Professional Services Agreement with Pre-Sort Center, Inc. of Stockton, CA for Print, Insert and Mail Services.

BACKGROUND INFORMATION: The City entered into a Professional Service Agreement with Pre-Sort Center of Stockton, Inc. (Pre-Sort) for print, insert and mail services on September 13, 2016. Subsequently, staff learned that Pre-Sort has also been providing daily mail pick-up and special mailing services that are not included in any contract.

Staff is recommending that the additional services be added to the scope of services of the existing contract.

FISCAL IMPACT: Annual costs for the daily pick-up service and special printing services are estimated to be approximately \$20,000.

FUNDING AVAILABLE: Costs are currently budgeted in the Non-Departmental (10095000), Finance (10020203) and various departmental organizational units. Costs of this contract amendment will be budgeted each year in the appropriate units.

Jordan Ayers
Deputy City Manager

JA/ja

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

PRE-SORT CENTER OF STOCKTON, INC.

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to PROFESSIONAL SERVICES AGREEMENT, is made and entered this _____ day of November, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY") and PRE-SORT CENTER OF STOCKTON, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement (Agreement) on September 13, 2016; and
2. WHEREAS, CITY requested to amend said Agreement to include daily mail pick-up and mailing services; and
3. WHEREAS, the Scope of Services (Exhibit A) and Fee Proposal (Exhibit B) of Agreement are amended to include the additional services and fees described in this amendment; and
4. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as described in the attached Scope of Services and Fee Proposal. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on November _____, 2016.

CITY OF LODI, a municipal corporation

PRE-SORT CENTER OF STOCKTON, INC.

STEPHEN SCHWABAUER
City Manager

MICHAEL GUTTERRES
Executive Vice President

Attest:

JENNIFER M. FERRAILOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT A
ADDITIONAL SERVICES

CONTRACTOR will process CITY'S First Class United States Mail and special mailing projects during the term of this agreement.

City will:

- Have mail ready at a location previously agreed upon with Pre-Sort by the time each day also agreed upon;
- Have with the mail a driver's "pick-up-slip" which is properly completed including item and tray count;
- Properly seal each item;
- Place each item of mail in an approved tray in an upright position with all letter facing the same direction;
- Correctly address and zip-code each item;
- Use only pre-approved fonts and advise Pre-Sort prior to making any font changes and obtain Pre-Sort's consent to such changes, such consent not unreasonably withheld;
- Provide Pre-Sort with prior notice of any special mailings.

Pre-Sort will:

- Pick up city mail at the agreed upon location and during normal business hours;
- Affix the correct pre-sorted First Class postage to each item;
- Postmark each piece of mail with the date of pick-up, or next business day if not possible to postmark on the date of pick-up;
- Deliver mail to the U. S. Postal facility on the same day as pick-up, or next business day if not possible to deliver on the same day as pick-up.

EXHIBIT B
ADDITIONAL CHARGES

City will pay any charges assessed by the U.S. Postal Service arising from improper postage, dating, zip code or other information provided by City. Such charges will be invoiced and payable along with CONTRACTOR's regular invoice.

POSTAGE RATE – Using New Postage Rates Effective April 10, 2016

Presorted First Class Letter Mail

Pre-Sort will meter one and two ounce mail at the Presorted First Class rate, which as of April 10, 2016 is:

\$0.419 – for letters up to 1 oz.

\$0.419 – for letters up to 2 oz.

- Should the U. S. Postal Service change the postage rates, this rate will change.

One or two-ounce mail that does not barcode on our machine, Pre-Sort will add the additional postage to bring that piece up to the full rate. Customer will be charged for this postage with no service fee.

All mail to be presorted must be within dimensions given by the USPS of up to 11-1/2" in length and 6-1/8" in width and not weighing more than two (2) ounces.

Mail not meeting these specifications will be metered at the single piece First-Class rate.

Presorted First Class Flats

All flat mail qualifying for the automation rate will receive a five (5) cent discount with no fee to affix postage. All flat mail qualifying for the automation rate may be mailed the next business day. All flat mail not qualifying for the automation discount will be metered at a cost of \$0.25 each.

Service Fees

Fee to seal, affix postage, and/or barcode sort:

- \$0.059 for letter size mail (6-1/8 x 11-1/2)
- \$0.25 for flat size mail not qualifying for a discount

Courier fee: \$1.00 per day to pick up Customer's mail at location in Lodi.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~Sept. 13, 2016~~, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PRE-SORT CENTER OF STOCKTON, 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 print, fold, insert and mail 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 September 26, 2016 and terminates upon the completion of the Scope of Services or on September 25, 2021, 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 three (3) 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 eight (8) 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: Deputy City Manager

To CONTRACTOR: Pre-Sort Center of Stockton, Inc.
3806 Coronado Avenue
Stockton, CA 95204-2314
Attn: Michael Gutterres

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.

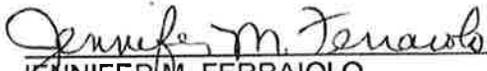
Section 4.21 Federal Transit Funding Conditions

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

PRE-SORT CENTER OF STOCKTON, INC.

By: 

JOHN P. FUKASAWA
Deputy City Attorney 

By: 

Name: MICHAEL GUTTERRES
Title: Executive Vice 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: 10095000 and 10020203
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT A

SCOPE OF SERVICES

The City is seeking a provider with the ability to print, fold, insert and mail all utility bills and notices for the City. The selected vendor will also be required to occasionally provide design and print services for billing inserts. While the daily volume will fluctuate based upon the number of accounts in each billing cycle and number of accounts in the collection process on any given day, the average volumes are expected to be about 2,500 pages per day for regular and final bills, 160 10-day notices per day and 100 48-hour notices per day.

Bills are to be printed in black and white (no color) on 8 ½ by 11 inch white paper with a bottom 1/3 page perforation remittance advice tear stub. Notices are to be printed on yellow paper (10-day notice) or pink paper (48-hour notice). Notices are printed on paper with a bottom 1/3 page perforation remittance advice tear stub. Bills are to be mailed in a #10 single window (left side) envelope along with a #9 single window (left side) return envelope. Notices are to be mailed in a #10 single window (left side) envelope or #10 double window (left side) envelope along with a #9 window (left side) return envelope. Vendor will be required to obtain and warehouse all paper products.

City will provide 4 files each business day no later than NOON: a regular bill file, a final bill file, a 10-day notice file and a 48-hour notice file. Vendor will need to provide a secure method/site for City to upload these files. Each file will consist of PDF images of all bills or notices that are to be printed. Vendor will need to parse the images to print individual bills/notices. The City logo appears on the first page of each bill/notice and could be used as the key to determine when each new bill/notice starts in the file. Multiple page bills will only have the City logo on the first page. File size is not expected to exceed 200MB.

Most utility bills will be 2 to 3 pages and are expected to be mailed in a #10 window envelope. Some bills may be up to 25 pages and are expected to be mailed in an appropriately sized envelope and metered first-class separately. These bills only require a single return envelope.

Notices are a single page and are to be mailed in a #10 window envelope.

Vendor will be required to print, fold, insert and mail all bills/notices on day of receipt. Delivery of mail to the post office is the responsibility of the vendor. Vendor must provide daily confirmation of delivery and City should be able to verify proof of delivery to USPS on an as-needed basis.

Postage costs will be passed directly to the City without any "mark-up" based upon current postal rates. Vendor is expected to sort and package mail such that the City receives the lowest possible postage rate.

Vendor will be required to meet USPS postal coding and sorting requirements, including return address, MOVEcomply, and mail forwarding/address verification.

Vendor must be able to provide invoices to the City that separately detail bill printing costs, notice printing costs, paper supply costs, postage costs, and insert design and printing services.

Vendor's primary site for operations is Stockton, CA. Vendor must be able to perform services from an alternate site in the event of a disaster at the primary site to prevent any disruption of services to the City. Vendor will notify City immediately in the event that an alternate site must be used. Vendor's alternate site is in Fresno, CA.

Vendor is responsible for the security of the City's customer data and agrees not to compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without City approval. City retains all rights to the data.

EXHIBIT B – FEE PROPOSAL

Complete the table below.

Vendor Name: Pre-Sort Center of Stockton, Inc.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production Phase: initial programming, testing, and implementation	\$500.00	One-Time Fee
Professional Services Charges For design of inserts	\$125.00	Per hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 20 pound paper stock with a micro-perforation.	\$0.01483	Per Sheet
10-Day Notice Paper Stock Cost 8.5x11, 20 pound yellow paper stock with micro-perforation.	\$0.03885 – mill colored paper	Per Sheet
Tinted colored paper is white paper that is tinted instead of dyed at the paper mill. Samples are attached.	\$0.02881 – tinted colored paper	Per Sheet
48-hour Notice Paper Stock Cost 8.5x11, 20 pound pink paper stock with micro-perforation.	\$0.03885 – mill colored paper	Per Sheet
Tinted colored paper is white paper that is tinted instead of dyed at the paper mill. Samples are attached.	\$0.02881 – tinted colored paper	Per Sheet
Outgoing Envelope Cost Single or double window (left side) #10 envelope.	\$0.01925	Per Envelope
Return Envelope Cost Single Window (left side)	\$0.01732	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard single window #10 envelope.	\$0.35	Per Envelope

Service Fees		
1 Page Bill/Notice Service Fee Includes file transmission, data processing, single sided bill printing, mail preparation (folding, inserting a 1-page bill/notice and the return envelope into an outgoing envelope), and delivery to the USPS.	\$0.037	Per 1 Page Bill
Additional Bill Pages Service Fee Pre-page cost to print and insert additional pages if the bill contains more than 1 page.	\$0.012	Per Additional Page

Insert Fee Charge for inserting client-provided insert, 1/3 sheet single or double sided For example: informational flyer	\$0.005	Per Additional Insert if machineable
	\$0.08	Per Additional Insert if non-machineable
Move Update Service Fees NCOALink or ACS service. MOVEcomply	\$0.005	Per Reported Change



EXHIBIT C

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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$6,000,000 Each Occurrence
\$7,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.
3. **ERRORS AND OMISSIONS / PRINTERS / TECHNOLOGY**
\$1,000,000 Per Claim
Covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, and payable whether incurred by City of Lodi or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for, or on behalf of, City of Lodi. Such insurance shall be maintained in force at all times during the term of the agreement and provide an Extended Reporting Period (ERP) for a period of one year thereafter, for services completed during the term of the agreement.

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.

Insurance Requirements for Contractor (continued)

- (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 any 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.

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. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH PRE-SORT CENTER OF
STOCKTON, INC.

=====

WHEREAS, the City entered into a Professional Service Agreement with Pre-Sort Center of Stockton, Inc., on September 13, 2016; and

WHEREAS, staff has learned that Pre-Sort also provides daily mail pick-up and special mailing services that are not currently under contract; and

WHEREAS, staff recommends that such services be included in the existing Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute an amendment to the Professional Services Agreement with Pre-Sort Center of Stockton, Inc., to include daily mail pick-up and special mailing services in an amount not to exceed \$20,000.

Dated: November 15, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2016-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Crop Production Services, Inc., of Stockton, for Agronomist Support for White Slough Water Pollution Control Facility Land Application Area Monitoring (\$44,640)

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Crop Production Services, Inc., of Stockton, for agronomist support for White Slough Water Pollution Control Facility land application area monitoring, in the amount of \$44,640.

BACKGROUND INFORMATION: Farming operations at White Slough Water Pollution Control Facility (WSWPCF) include irrigation with recycled water and the application of biosolids for fodder crops cultivated on approximately 790 acres of City-owned farmland surrounding the facility. In accordance with the City's National Pollutant Discharge Elimination System (NPDES) permit, the City is required to monitor the application of the recycled water and biosolids to ensure the fields are not organically or hydraulically overloaded.

To ensure the land application area recordkeeping and management practices remain compliant, the City has contracted agronomist support services on an annual basis. The agronomist is required to sign and certify monthly reports, the Annual Cropping and Irrigation Monitoring Report and Plan, and conduct monthly site visits during the application of recycled water and biosolids, and coordinate irrigation and crop management practices with the farmers who lease these fields. This agreement is based on calendar years to align better with cropping operations.

The agronomist support services provided by Crop Production Services have resulted in better land management and improved compliance with NPDES permit land management requirements. Because of the consistent high quality services provided, staff recommends authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Crop Production Services, Inc., of Stockton, for agronomist support, in the amount of \$44,640. Amendment No. 3 will extend services through December 31, 2018.

FISCAL IMPACT: Failure to successfully manage the land application areas around WSWPCF could result in violations to the City's NPDES permit.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Wastewater Fund (53053003).

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
CES/KMG/jr
Attachment

cc: Utilities Manager
Compliance Engineer

AMENDMENT NO. 3

CROP PRODUCTION SERVICES, INC.
Professional Services Agreement

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ___ day of January, 2017, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CROP PRODUCTION SERVICES, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into Professional Services Agreement on July 26, 2012, Amendment No. 1 on September 3, 2014, and Amendment No. 2 on July 7, 2016, collectively the "Agreement" attached here to Exhibit 1, 1A, and 1B; and
2. WHEREAS, CITY at its option, CITY has advised CONTRACTOR of its intent to extend the terms of the Agreement an additional two (2) years through December 31, 2018; and
3. WHEREAS, CITY seeks to amend the scope of services and increase fees by \$44,640, for a total of \$84,480, as set forth in Exhibit 2 attached hereto; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on _____, 2017.

CITY OF LODI, a municipal corporation

CROP PRODUCTION SERVICES, INC.

STEPHEN SCHWABAUER
City Manager

LEW BAUMBACH
Crop Consultant/Agronomist

Attest:

JENNIFER M. FERRAILOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney 

6081

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 21, 2012 2012,
by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and
Crop Production Services (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 Agronomist
Support for Completion of the City of Lodi White Slough Water Pollution Control Facility
Land Application Area Monitoring (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 July ²⁶ 2012 and terminates upon the completion of the Scope of Services or on June 30, 2014, 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) two (2)-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, including the provisions of the Fee Proposal set forth in Exhibit B, 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 six (6) 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 advance and in writing, by CITY.

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Lew Baumbach
 Crop Production Services
 P. O. Box 5188
 Stockton, CA 95205-5188

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to

secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JUHL
City Clerk



KONRADT BARTLAM, City Manager

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

CROP PRODUCTION SERVICES

By: 

By: 
Name: Lew Baumbach
Title: Crop Consultant/Agronomist

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

Funding Source: 170403.7323
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

Annual Agronomist Support for Completion of City of Lodi WPCF Land Applications Area Monitoring.

TASK NUMBER	SCOPE	DELIVERABLES	LABOR HOURS	OVERHEAD EXPENSE	Total Estimated Fee in dollars
1. MEETINGS	Participate in up to four (4) meetings with the City and their consultants, as needed, to discuss protocols for, and results of monitoring and reporting requirements.	None	4 hours X 2 meetings = 8 hours total.	None	\$960.00
Total estimated fee for Task # 1	Provide coordination between the City staff and the farmers that lease the City property, as needed, for coordinate irrigation and crop management practices such that the permit requirements can be reliably met. It is anticipated that at least four (4) meetings with City, their consultants, and/or the farmers that lease the City property will be needed.	None	4 hours X 4 coordination meetings = 16 hours total.	None	\$4,920.00
2. Document Review and Signature	Review monthly report tables provided by City staff. Up to seven (7) monthly monitoring reports may be reviewed.				\$2,880.00
Total estimated fee for Task # 2	Pick-up hard copies of the monthly reports upon notification by City staff that they are available. The reports will be available no later than ten (10) days following the month for which the reports are generated. (ie. Tables for April will be provided by May 10th.) Provide review and signature of the Annual Cropping and Irrigation Management Plan.	7 signed monthly reports	12 hours X 7 reports = 84 total hours.	None	\$10,080.00
Total estimated fee for Task # 3	Conduct up to seven (7) monthly site visits during periods when City staff is conducting daily inspections of fields to verify that inspection and data collection efforts satisfy permit requirements	None	2 hours	None	\$240.00
3. Site Visits		None	8 hours X 7 visits = 56 Total hours	None	\$6,720.00
Total estimated fee for Task # 3					\$6,720.00
ANNUAL PROJECT FEE (PER 12 MONTH PERIOD)		Total Estimated Fee in dollars			\$19,920.00

EXHIBIT A/B

CONTRACT AMENDMENT AGREEMENT

CROP PRODUCTION SERVICES, INC.

THIS CONTRACT AMENDMENT made and effective this ^{3rd} ~~20th~~ day of ^{September} ~~July~~, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and CROP PRODUCTION SERVICES, INC., hereinafter called "Contractor."

WITNESSETH:

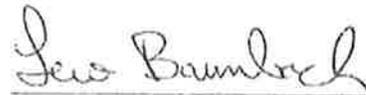
- 1 CONTRACT Contractor and City, entered into an Agreement for Professional Services on July 26, 2012 ("Agreement"). Contractor and City now desire to extend the term of the Agreement, but not the total compensation. Compensation will remain as set forth in paragraph 3.1 of the Agreement.
- 2 TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on July 1, 2014 and terminating June 30, 2016. All other terms and conditions, with the exception of the Insurance Requirements, will remain as set forth in the Agreement, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
- 3 Contractor shall take out and maintain over the term of this Amended Contract, insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

CITY OF LODI, a municipal corporation

CONTRACTOR



 STEPHEN SCHWABAUER
 City Manager



 LEW BAUMBACH
 Crop Consultant/Agronomist
 Crop Production Services, Inc.

Attest:



 JENNIFER ROBISON
 City Clerk

Approved as to Form:



 JANICE MAGRATH
 City Attorney

AMENDMENT NO. 2

CROP PRODUCTION SERVICES, INC.
Professional Services Agreement

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 1th day of July 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CROP PRODUCTION SERVICES, INC. (hereinafter "CONTRACTOR").

mg

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement (Agreement) on July 26, 2012 and Amendment No. 1 on September 3, 2014 as set forth in Exhibit 1 and 1A (attached);
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement. The term of the Agreement shall be for the period commencing on July 1, 2016 and terminating December 31, 2016;

NOW, THEREFORE, the parties agree to amend the Agreement. All other terms shall be as set forth in the agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on July 7, 2016.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

CROP PRODUCTION SERVICES, INC.
Hereinabove called "CONSULTANT"


STEPHEN SCHWABAUER
City Manager


LEW BAUMBACH
Crop Consultant/Agronomist

Attest:


JENNIFER M. FERRAILOLO
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney

Crop Production Services

Agronomist Support for Completion of City of Lodi WPCF Land Application Area Monitoring

Cropping Years 2017 and 2018

Item	Description	Scope	Deliverables	Annual Quantity	Contract Quantity	Unit	Price	Total
1	Meetings	Participate in up to four (4) meetings with the City and their consultants, as needed to discuss protocols for, and results of monitoring and reporting requirements. Provide coordination between the City staff and the farmers that lease the City property, as needed, to coordinate irrigation and crop management practices such that the permit requirements can be reliably met. It is anticipated that at least four (4) meeting with City, their consultants and/or the farmers that lease the City property will be needed.	None	8	16	HR	\$ 120	\$ 1,920
			None	16	32	HR	\$ 120	\$ 3,840
2	Document Review	Review monthly reports tables provided by City staff. Up to eight (8) monthly monitoring reports may be reviewed.	8 signed monthly reports	96	192	HR	\$ 120	\$ 23,040
		Provide review and signature of the Annual Cropping and Irrigation Management Plan.	Signed annual plan	2	4	HR	\$ 120	\$ 480
3	Site Visits	Conduct up to Eight (8) monthly site visits during periods when City staff is conducting daily inspections of fields to verify that inspection and data collection efforts satisfy permit requirements.	None	64	128	HR	\$ 120	\$ 15,360
Total				186	372	HR		\$ 44,640

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CROP PRODUCTION SERVICES, INC., OF STOCKTON, FOR AGRONOMIST SUPPORT FOR COMPLETION OF WHITE SLOUGH WATER POLLUTION CONTROL FACILITY LAND APPLICATION AREA MONITORING

WHEREAS, farming operations at the White Slough Water Pollution Control Facility include the irrigation with recycled water and the application of biosolids for fodder crops that are cultivated on approximately 790 acres of City-owned farmland surrounding the facility; and

WHEREAS, in accordance with the City’s National Pollutant Discharge Elimination System permit, the City is required to monitor the application of the recycled water and biosolids to ensure that the fields are not organically or hydraulically overloaded; and

WHEREAS, to ensure that the land application area recordkeeping and management practices are successful, the City has contracted for agronomist support services on an annual basis; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Crop Production Services, Inc., of Stockton, for agronomist support for completion of WSWPCF land application area monitoring, in the amount of \$44,640.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Crop Production Services, Inc., of Stockton, California, for agronomist support for completion of WSWPCF land application area monitoring, in the amount of \$44,640.

Dated: November 15, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016, 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. 4 to Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Drainage Permit Compliance Services (\$199,430)

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to execute Amendment No. 4 to Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Drainage Permit Compliance Services, in the amount of \$199,430.

BACKGROUND INFORMATION: On September 19, 2012, City Council approved a Professional Services Agreement with WGR Southwest, Inc., to perform wet season stormwater inspection services. Stormwater inspections are required by the City's stormwater discharge permit, issued by the State of California, and are intended to assure best management practices are being used to control sediment run off during rainfall events on active construction sites.

Amendment No. 1 was executed on October 9, 2014 and expanded the scope of services to include additional inspections and compliance review activities, Amendment No. 2 was executed on July 29, 2015 which included stormwater compliance services for the construction of the Lodi Lake Boat Ramp Improvements, and Amendment No. 3 was executed on October 11, 2016 and extended the term of the contract through December 31, 2016 without increasing the contract amount. Amendment No. 4 will extend the term of the agreement through December 31, 2018 and increase the fees by \$199,430, if all services are utilized.

The City's current Stormwater Discharge Permit became effective on July 1, 2013. The permit includes a variety of requirements of which the City has responded to, and is complying with, through year three of the five year permit cycle. The additional scope of work associated with Amendment No. 4 includes ongoing requirements such as construction inspections and compliance monitoring, it also includes additional tasks required through years four and five that include public outreach efforts and new and more frequent monitoring and reporting for all regulated construction sites. Amendment No. 4 also extends the term of the agreement two additional years to include years four and five.

FISCAL IMPACT: Inspection costs will be offset by revenues from the Storm Drainage Permit Compliance Inspection Fees. Non-compliance with the reporting requirements could subject the City to fines.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Storm Drain Maintenance (53053005).

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
CES/KMG/jr
Attachment

AMENDMENT NO. 4

WGR SOUTHWEST, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ___ day of December, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR SOUTHWEST, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement on October 31, 2012, Amendment No. 1 on October 9, 2014, Amendment No. 2 on July 29, 2015, and Amendment No. 3 on October 11, 2016, collectively the "Agreement" attached hereto as Exhibits 1, 1A, 1B, and 1C, respectively; and
2. WHEREAS, CITY at its option, CITY has advised CONSULTANT of its intent to extend the terms of the Agreement an additional two (2) years, through December 31, 2018; and
3. WHEREAS, CITY requested to amend the Scope of Services and increase fees by \$199,430, for a total of \$288,090; as set forth in Exhibit 2 attached hereto; and
4. WHEREAS, CONSULTANT agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Scope of Services as set forth in the Agreement. All other terms and conditions shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 4 on _____ 2016.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

WGR SOUTHWEST, INC.
Hereinabove called "CONSULTANT"

STEPHEN SCHWABAUER
City Manager

By: _____
JOHN M. TERAUSKIS
Qualified SWPPP Developer and Operations
Manager for Lodi Office

Attest:

JENNIFER M. FERRAILO
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 October 31st, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR SOUTHWEST, 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 Annual Stormwater 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 October ³¹~~8~~, 2012 and terminates upon the completion of the Scope of Services or on October 5, 2014, 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) two (2)-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 six (6) 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 advance and in writing, by CITY.

Section 3.4 Auditing

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

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

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Kathryn E. Garcia, Compliance Engineer

To CONTRACTOR: WGR Southwest, Inc.
11780 N. Highway 99
Lodi, CA 95240
Attn: John Teravskis

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR Is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

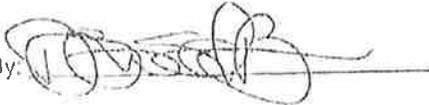


KONRADT BARTLAM, City Manager



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

By:



WGR SOUTHWEST, INC

By: _____
Name: JOHN TERAVSKIIS
Title: COMPLIANCE SPECIALIST



Operations Manager
for the WGR Lodi office

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

Funding Source: 170405
(Business Unit & Account No.)

Doc ID: WP\Projects\PSAs\WGR_Stormwater Services

CArev.01.2012



August 24, 2012

Ms. Kathryn Garcia
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

RE: Proposed Scope of Work – MS4 Program Support for the
2012-2013 Storm Water Season

Dear Ms. Garcia,

WGR Southwest, Inc. (WGR) is pleased to provide the City of Lodi with this proposal and scope of work to assist the City of Lodi with its MS4 Permit compliance program for the 2012-2013 storm water season. The following is the scope of work that we are proposing.

A. The Storm Water Construction Element:

- **Construction Inspections (Monthly Inspections)** – These inspections will be performed at all active construction sites having submitted a NOI for General Permit coverage within the City of Lodi on a monthly basis. The initial inspection will consist of a precursory review of the SWPPP. All site visits will include an inspection of the construction site and its BMPs, completion of a compliance checklist, review of the inspection findings with the site construction supervisor, if available, and preparation of an internal report and other supporting documentation for your Department. The construction inspections will be conducted from October through April as required by the City's SWMP.
- **Construction Inspections (Follow-up Visits)** – Follow-up inspections will be performed where significant compliance deficiencies were identified during the monthly visit that require follow up sooner than the next monthly inspection. We will complete another compliance checklist, review the inspection findings with the site supervisor, if available, and prepare an internal report and other supporting documentation for your Department.
- **Construction Annual Reports (Annual)** – WGR will complete the Annual Report for City-owned projects that had more than three continuous months of construction during the storm water year where the City of Lodi was designated as the LRP. WGR will complete the Annual Report on the SMARTS System and compile and review all Inspection Reports, Monitoring Data, Training Records, and Weather supporting documentation associated with the annual report.

- **QSP Services for CIP Projects** – WGR will provide a State Certified QSP to assist the City of Lodi for compliance inspections at their active CIP projects. These inspections will include Rain Event Action Plans (REAPs), weekly, pre-storm, during storm, post-qualifying storm event, contained storm water release, and quarterly non-storm water inspections.
- **Review of submitted SWPPPs** – WGR will review SWPPP plans submitted through the plan check process. The SWPPPs will be reviewed for compliance to City ordinances and with the State's Construction General Permit.

B. The Storm Water Design Standards Element:

- **Development Standards Plan (DSP), Site Compliance Reviews & Annual Compliance Reviews** – As an option and additional service to the City's storm water program, WGR proposes to perform DSP site compliance checks, of each active construction site for which the DSP was applicable. The compliance check will include an initial review of the DSP conditions identified in the plan check process. Each active site will be checked monthly for DSP compliance to make sure the storm water treatment control measures are being installed to the plan check specifications. The monthly visit will be incorporated into the monthly construction site inspection.
- **DSP Annual Inspections** – WGR can also perform the annual DSP inspections required in the MS4 permit. The purpose of the inspections is to confirm that the post-construction BMPs are being maintained as specified in the maintenance agreement submitted to the City by the developer.
- **Review of Submitted DSP Plans** – WGR can assist the plan checkers by reviewing plans submitted by developers for compliance with the City's Storm Water Development Standards Plan.

C. Other MS4 Permit Support:

- **MS4 Annual Report Preparation** – WGR will prepare the City's annual storm water report as required by the Phase II MS4 NPDES Permit. The annual report is due on September 15 of each year. WGR will compile the information needed for preparing this report, obtain input from the various departments that are responsible for the compliance activities; perform an effectiveness evaluation of the BMPs and control measures identified in the SWMP; and prepare a draft of the annual report. The draft will be presented to you and others who you designate at the City for their review and comment by August 31. Once comments are received, we will finalize the report and submit it to you for signature and distribution.

MS4 Support Proposal for the
City of Lodi
Storm Water Year 2012-2013
Page 3

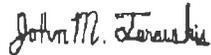
Proposed Costs:

WGR proposes to perform the above scope of work items on a unit cost basis:

Monthly Construction Inspections (First Time Inspection)	\$175/location
Monthly Construction Inspections (Subsequent Months)	\$135/inspection
Follow-up Construction Inspections (As required)	\$135/inspection
Construction Annual Report Compilation / Submission	\$1,100/per site
Notice of Termination (NOT)	\$350/per site
Monthly DSP site compliance visit (incorporated into monthly construction inspection)	\$45/inspection
Annual DSP maintenance inspection	\$225/inspection
MS4 Annual Report	\$2,950/annually
QSP Services – All Inspections	\$145 per inspection
Rain Event Action Plan (REAPs) Inspections – Risk Level 2 Sites Only	\$325 per REAP
Sampling and Monitoring – Risk Level 2 Sites Only	\$225 per sampling event
SWPPP Review for Compliance with City & State Requirements	\$450/review
Project-specific DSP Review for Compliance with City & State Requirements	\$450/review

We thank you for this opportunity to serve you and we look forward to working with the City of Lodi, on this project. If I can answer any questions concerning our proposal, please do not hesitate to call me or to schedule another meeting to discuss the proposed scope of work.

Respectfully,
WGR Southwest, Inc.



John M. Teravskis
Compliance Specialist

Exhibit B

WGR Southwest, Inc.
Estimated Annual Costs for City of Lodi MS4 Permit Support

Construction Program Element:				
MS4 Inspection and SWPPP Review Program:				
Monthly MS4 Construction Inspections (First Time Inspections)	7 Monthly Inspections	@ \$175 Per inspection for 10 Sites	@ \$135 Per inspection	\$1,750
Monthly MS4 Construction Inspections (Subsequent Months)	8 Follow-up Inspections	@ \$135 Per re-inspection	@ \$135 Per inspection	\$9,450
Follow-up MS4 Construction Inspections (as required)	10 projects	@ \$450 Per inspection		\$1,080
SWPPP Review as a part of the Plan Check Process:				\$4,500
City-Owned Projects DSP Compliance:				
GSP Inspections	30 Field Inspections	@ \$145 Per inspection for 1 project		\$4,350
DSP Sampling and Monitoring	12 Sample events	@ \$225 Per inspection for 1 project		\$2,700
Rain Event Action Plan Inspections (Risk Level 2 Sites only)	15 REAP Preparations	@ \$325 Per inspection for 1 project		\$4,875
Construction Annual Report Compilation/Submission	1 Annual Report	@ \$1,100 Per Report for 1 project		\$1,100
Notice of Termination (NOT)	1 NOT Preparation	@ \$350 Per NOT for 1 project		\$350
DSP Program Element:				
DSP Site Compliance Visit (incorporated into monthly construction inspections)	10 Inspections	@ \$45 Per inspection		\$450
DSP (Post construction, annual inspection for BMP maintenance and upkeep)	8 Inspections	@ \$725 Per inspection		\$1,800
Review of Project-Specific DSP Plans	10 projects	@ \$450 Per inspection		\$4,500
Other MS4 Permit Support:				
MS4 Annual Report Preparation	1 Report	@ \$2,950 Lum Sum		\$2,950
Total Estimated Costs				\$39,855



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>
\$3,000,000 Ea. Occurrence

\$3,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY</u>
\$3,000,000 Ea. Occurrence | 4. <u>POLLUTION LIABILITY</u>
\$3,000,000 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) 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.
- (d) 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.
- (e) 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 subcontracted, 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.

AMENDMENT NO. 1
WGR SOUTHWEST, INC.

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT is made and entered this 9th day of October, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY" and WGR SOUTHWEST, INC., hereinafter called "Consultant".

WITNESSETH:

1. **CONTRACT:** Consultant and City entered into a Professional Services Agreement on October 31, 2012, as set forth in Exhibit 1 (attached). Contractor and City now desire to amend the Agreement to expand the Scope of Service, update the Fee Schedule and extend the term of the Agreement.
2. **TERM:** The term of the Amended Agreement shall commence immediately and terminate on October 31, 2016.
3. **TERMS:** The revised Scope of Services and updated Fee Schedule will be as set forth in Exhibit 2. All other terms and conditions, with the exception of the Insurance Requirements, will remain as set forth in the Agreement.
4. **INSURANCE:** Consultant shall take out and maintain over the term of this Amended Contract, insurance coverage as set forth in Exhibit 3, attached hereto and incorporated herein by this reference.

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

WGR SOUTHWEST, INC.
Hereinafter called "CONSULTANT"

for 
STEPHEN SCHWABAUER
City Manager


JOHN M. TERAVSKIS
Senior Compliance Specialist and
Operations Manager for
Northern California

Attest:


JENNIFER M. ROBISON, City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney



August 24, 2012

Ms. Kathryn Garcia
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

RE: Proposed Scope of Work – MS4 Program Support for the
2012-2013 Storm Water Season

Dear Ms. Garcia,

WGR Southwest, Inc. (WGR) is pleased to provide the City of Lodi with this proposal and scope of work to assist the City of Lodi with its MS4 Permit compliance program for the 2012-2013 storm water season. The following is the scope of work that we are proposing.

A. The Storm Water Construction Element:

- **Construction Inspections (Monthly Inspections)** – These inspections will be performed at all active construction sites having submitted a NOI for General Permit coverage within the City of Lodi on a monthly basis. The initial inspection will consist of a precursory review of the SWPPP. All site visits will include an inspection of the construction site and its BMPs, completion of a compliance checklist, review of the inspection findings with the site construction supervisor, if available, and preparation of an internal report and other supporting documentation for your Department. The construction inspections will be conducted from October through April as required by the City's SWMP.
- **Construction Inspections (Follow-up Visits)** – Follow-up inspections will be performed where significant compliance deficiencies were identified during the monthly visit that require follow up sooner than the next monthly inspection. We will complete another compliance checklist, review the inspection findings with the site supervisor, if available, and prepare an internal report and other supporting documentation for your Department.
- **Construction Annual Reports (Annual)** – WGR will complete the Annual Report for City-owned projects that had more than three continuous months of construction during the storm water year where the City of Lodi was designated as the LRP. WGR will complete the Annual Report on the SMARTS System and compile and review all Inspection Reports, Monitoring Data, Training Records, and Weather supporting documentation associated with the annual report.

- **QSP Services for CIP Projects** – WGR will provide a State Certified QSP to assist the City of Lodi for compliance inspections at their active CIP projects. These inspections will include Rain Event Action Plans (REAPs), weekly, pre-storm, during storm, post-qualifying storm event, contained storm water release, and quarterly non-storm water inspections.
- **Review of submitted SWPPPs** – WGR will review SWPPP plans submitted through the plan check process. The SWPPPs will be reviewed for compliance to City ordinances and with the State's Construction General Permit.

B. The Storm Water Design Standards Element:

- **Development Standards Plan (DSP), Site Compliance Reviews & Annual Compliance Reviews** – As an option and additional service to the City's storm water program, WGR proposes to perform DSP site compliance checks, of each active construction site for which the DSP was applicable. The compliance check will include an initial review of the DSP conditions identified in the plan check process. Each active site will be checked monthly for DSP compliance to make sure the storm water treatment control measures are being installed to the plan check specifications. The monthly visit will be incorporated into the monthly construction site inspection.
- **DSP Annual Inspections** – WGR can also perform the annual DSP inspections required in the MS4 permit. The purpose of the inspections is to confirm that the post-construction BMPs are being maintained as specified in the maintenance agreement submitted to the City by the developer.
- **Review of Submitted DSP Plans** – WGR can assist the plan checkers by reviewing plans submitted by developers for compliance with the City's Storm Water Development Standards Plan.

C. Other MS4 Permit Support:

- **MS4 Annual Report Preparation** – WGR will prepare the City's annual storm water report as required by the Phase II MS4 NPDES Permit. The annual report is due on September 15 of each year. WGR will compile the information needed for preparing this report, obtain input from the various departments that are responsible for the compliance activities; perform an effectiveness evaluation of the BMPs and control measures identified in the SWMP; and prepare a draft of the annual report. The draft will be presented to you and others who you designate at the City for their review and comment by August 31. Once comments are received, we will finalize the report and submit it to you for signature and distribution.

**MS4 Support Proposal for the
City of Lodi
Storm Water Year 2012-2013
Page 3**

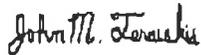
Proposed Costs:

WGR proposes to perform the above scope of work items on a unit cost basis:

Monthly Construction Inspections (First Time Inspection)	\$175/location
Monthly Construction Inspections (Subsequent Months)	\$135/inspection
Follow-up Construction Inspections (As required)	\$135/inspection
Construction Annual Report Compilation / Submission	\$1,100/per site
Notice of Termination (NOT)	\$350/per site
Monthly DSP site compliance visit (Incorporated into monthly construction inspection)	\$45/inspection
Annual DSP maintenance inspection	\$225/inspection
MS4 Annual Report	\$2,950/annually
QSP Services - All Inspections	\$145 per inspection
Rain Event Action Plan (REAPs) Inspections - Risk Level 2 Sites Only	\$325 per REAP
Sampling and Monitoring - Risk Level 2 Sites Only	\$225 per sampling event
SWPPP Review for Compliance with City & State Requirements	\$450/review
Project-specific DSP Review for Compliance with City & State Requirements	\$450/review

We thank you for this opportunity to serve you and we look forward to working with the City of Lodi, on this project. If I can answer any questions concerning our proposal, please do not hesitate to call me or to schedule another meeting to discuss the proposed scope of work.

Respectfully,
WGR Southwest, Inc.



John M. Teravskis
Compliance Specialist

WEER Southwest, Inc.
 Estimated Annual Costs for City of Lowell MS4 Permit Support

Exhibit B

Construction Program Element:			
MS4 Inspection and SWPPP Review Program:			
Monthly MS4 Construction Inspections (First Time Inspections)	10 Sites	④ \$175 Per inspection for 10 Sites	\$1,750
Follow-up MS4 Construction Inspections (Subsequent Months)	7 Monthly Inspections	④ \$138 Per re-inspection	\$9,450
SWPPP Review as a part of the Plan Check Process	8 Follow-up Inspections 10 projects	④ \$450 Per inspection	\$1,080 \$4,500
City-Owned Projects OCP Compliance:			
OCP Inspections	30 Field Inspections	④ \$145 Per inspection for 1 project	\$4,350
OCP Sampling and Monitoring	12 Sample events	④ \$225 Per inspection for 1 project	\$2,700
Rain Event Action Plan Inspections (Risk Level 2 Sites only)	15 REAP Inspections	④ \$225 Per inspection for 1 project	\$3,375
Construction Annual Report Completion/Submission	1 Annual Report	④ \$1,100 Per Report for 1 project	\$1,100
Notice of Termination (NOT)	1 NOT Preparation	④ \$350 Per NOT for 1 project	\$350
DSP Program Element:			
DSP Site Compliance Visit (incorporated into monthly construction inspections)	10 Inspections	④ \$45 Per inspection	\$450
DSP (Post construction, annual inspection for BMP maintenance and upkeep)	8 Inspections	④ \$225 Per inspection	\$1,800
Review of Project-Specific DSP Plans	10 projects	④ \$450 Per inspection	\$4,500
Other MS4 Permit Support:			
MS4 Annual Report Preparation	1 Report	④ \$2,950 Lump Sum	\$2,950
Total Estimated Costs			\$39,655

AMENDMENT NO. 2

WGR Southwest, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 29 day of July, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR SOUTHWEST, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on October 31, 2012 and Amendment No. 1 on October 9, 2014 as set forth in Exhibits 1 and 1A respectively (attached).
2. WHEREAS, CITY requested to amend the Scope of Services as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services as set forth in the Agreement, Amendment No. 1 and Amendment No. 2, as Exhibits 1, 1A, and 2, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 2 on July 29, 2015.

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

WGR SOUTHWEST, INC.
Hereinabove called "CONSULTANT"

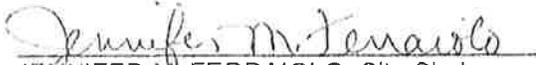


STEPHEN SCHWABAUER
City Manager



JOHN M. TERAUSKIS
Qualified SWPPP Developer and
Operations Manager for Lodi Office

Attest:



JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form



JANICE D. MAGDICH
City Attorney

Exhibit 2



\$ 350 PRD'S
\$ 2,750 SWPPP
\$ 450 N.O.T.
\$ 750 ANNUAL REPORT

\$ 4,300 TOTAL

June 22, 2015

Sean Nathan
City of Lodi - Public Works Dept.
221 West Pine St.
Lodi, CA 95240

RE: Storm Water Compliance Services for Lodi Lake Park Improvements, Lodi, CA

Dear Mr. Nathan,

WGR Southwest, Inc. (WGR) appreciates the opportunity to provide you with this proposal for storm water related environmental services. The project is most likely a Risk Level 2 project.

✓ Permit Registration Documents (PRDs): Since it has been determined that the construction project will require coverage under the *State of California General NPDES Permit for Construction Activities* (General Permit), WGR will complete and upload the PRDs onto the State's Storm water Multi-Application and Report Tracking System (SMARTS). The PRDs consist of;

- Notice of Intent (on-line form in SMARTS)
- Risk Assessment (completed on SMARTS and uploading supporting documentation)
- Site Map (upload onto SMARTS)
- Storm Water Pollution Prevention Plan (upload onto SMARTS)
- Annual Fee (mailed to the SWRCB)
- Signed Certification Statement (this must be performed on-line by the legal responsible person (LRP), which is the property owner)

In order to enter data onto SMARTS, the LRP for each project will need to establish a SMARTS account and designate WGR as a data submitter. To access the SMARTS system and sign up for an LRP account go to: <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>

Once you have established a SMARTS account and linked WGR to it (user ID: DSjteravskis), we will enter and upload all of the above information and will notify you when it is ready for certification. Once the pending PRDs are certified, the State will issue a WDID number and extend permit coverage to the project. No soil disturbance construction may start until proof of permit coverage is obtained by the LRP. WGR proposes a **fixed cost of \$350/project** to enter the NOI information and upload the PRDs onto SMARTS.

- ✓ Storm Water Pollution Prevention Plan (SWPPP) Preparation: The SWPPP will be prepared by a Qualified SWPPP Developer (QSD) and will meet the State of California's requirements as outlined in the new Construction General Permit approved on September 2, 2009.

The plan will include a SWPPP map for the current phase of the construction project. The map will identify the best management practices (BMPs) specific to the construction project and the risk determination level. WGR will charge a **flat rate of \$2,750** to prepare a project specific SWPPP and provide up to three copies of the plan. Additional binders are **\$75** each. WGR can complete the SWPPP within 12 business days of receiving all of the necessary project information. The SWPPP required by the Construction General Permit will meet the SWPPP requirements of the CalGreen Code.

Revisions and Amendments: The SWPPP is meant to be an evergreen document which changes as conditions on the site change. In addition, the Construction General Permit requires that all revisions to the SWPPP be performed by a QSD. WGR proposes to charge an hourly fee of **\$125.00** to make any necessary revisions or amendments. This will include the Change of Information (COI) onto the State's Storm water Multi-Application and Report Tracking System (SMARTS), upload of revised Erosion Control Plan and SWPPP, and update of Erosion Control Plan and SWPPP binder at the construction site. SWPPP changes will only be made when requested by the client; at which point, we will provide an estimate time required to make the revision.

- ✓ Notice of Termination (NOT) Preparation: Once the construction project has been completed and all elements of the Storm Water Pollution Prevention Plan have been implemented; WGR will enter and upload the information onto SMARTS necessary to submit a Notice of Termination (NOT) to the State. We will notify the LRP when the required information has been entered and uploaded so that the LRP can certify the NOT. WGR will charge a **flat rate of \$450** to compile and upload the NOT information. The submittal of a NOT does not guarantee termination by SWRCB. If your NOT is denied, you will be required to continue complying with the requirements of the General Permit. The State will post a NOT acceptance letter on the SMARTS program when it has approved the NOT.

- ✓ Annual Report Preparation: The General Permit requires projects with a duration greater than 3 months to submit an annual report by September 1 of each year or at the time the Notice of Termination is filed, whichever comes first. We propose a **fixed fee of \$750/annual report** to prepare the report on the SMARTS annual reporting module. In order to prepare the report, WGR will need to obtain all of the field inspection, monitoring, training, and BMP maintenance records from the contractor's QSP. We will populate the report with the information provided by the QSP.

Inspections and Monitoring:

The Construction General Permit states the following: *"Dischargers shall ensure that all inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the discharger. The QSP may delegate any or all of these activities to an employee appropriately trained to do the task(s)."* In summary, a QSP must perform all inspections, monitoring, and corrective action or **the QSP may delegate it to "an employee appropriately trained."** If the LRP or the contractor do not have their own in-house

QSP, there are two ways to approach this task. One way is to have WGR perform all of the QSP duties. A second option is to allow WGR to train 1 to 3 of their staff members to perform the work under our supervision and direction. The following is a cost estimate for both options.

Option #1, QSP Services: WGR will perform the inspections required of Risk Level 2 projects at the following rates:

Weekly Inspections	\$175/inspection
Storm Event Inspections (pre, post, and during)	\$225/inspection
Quarterly Non-Storm Water Inspection	Included with the weekly inspections
Storm Event pH and Turbidity Testing	Usually included in the inspection fee; however, if poor water quality requires additional monitoring, WGR will charge \$96/hr. for field testing.
Non-visible Storm Water Sampling	\$225/sample event + laboratory charges at cost plus 10%
Rain Event Action Plan (REAPs) Preparation	\$275/REAP Preparation
On-call QSP services	\$96/hour + \$0.56/mile

Option #2, QSP Training and Oversight Services: WGR's QSP will provide training, supervision, and oversight to members of the LRP's or contractor's staff who will, working under our QSP, perform the inspections, monitoring, corrective action of BMPs, and documentation. Those staff members will work under the direction of our QSP as allowed by the permit. In order to have adequate oversight by our QSP, we require the following:

1. WGR will provide an initial training session to instruct them on the inspection and documentation requirements; how to take rain gauge readings; how and when to take non-visible pollutant samples; mandatory BMPs; proper installation of BMPs; and when corrective action is necessary.
2. We will require your personnel to enter their inspections via a smart phone, tablet or other device using the *Canvas Inspection App* which will immediately send us an emailed inspection report and will store the field data on a cloud server.
3. If 10 calendar days goes by without a weekly inspection or 36 hours without a storm event inspection, WGR will send one of our QSPs to the site to perform the inspection and charge you for the fee indicated in Option #1. We will continue to perform and bill you for the inspections (as identified in Option #1) until we are certain that the WGR-trained inspector will resume their responsibilities.
4. Our QSP will inspect the site at least once a month to make sure that BMPs conform to the SWPPP and CGP and that the required documentation is being performed.

WGR's QSP will be on call to answer questions that your staff may have or to come to the site if needed. According to the permit, Rain Event Action Plans (REAPs) cannot be delegated and must still be done by a QSP. In order to do your own storm water monitoring, your staff will need to have monitoring equipment and a rain gauge. Costs are provided below for WGR to supply the equipment, or you can acquire the equipment on your own. The following costs apply to this option.

Initial Training Class	\$275/class
Canvas App purchase (may be purchased independently)	\$250/year
Rain Event Action Plan (REAPs) Preparation	\$275 / REAP
Monthly QSP Oversight and Site Inspection	\$500 / month until the NOT is approved by the Water Board or another QSP is utilized
On-call QSP services	\$96/hour + \$0.56/mile

Monitoring equipment costs:

Field pH meter and calibration standards	\$165 + tax and shipping
Turbidity meter and calibration standards	\$1,350 + tax and shipping
Rain gauge and weather station (required by the permit)	\$130 + tax and shipping

Once again we appreciate the opportunity to provide you with this information and we look forward to partnering with you. Should you have any questions or comments, please do not hesitate to contact me at (209) 334-5363, extension 110.

Sincerely,
WGR Southwest, Inc.

John M. Teravskis

John M. Teravskis, CPESC
 Qualified SWPPP Developer and
 Operations Manager for WGR's Lodi Office

AMENDMENT NO. 3

WGR SOUTHWEST, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 11th day of October, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR SOUTHWEST, INC. (hereinafter "CONSULTANT").

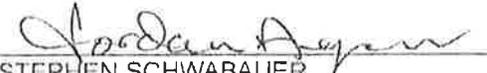
WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on October 31, 2012, Amendment No. 1 on October 9, 2014, and Amendment No. 2 on July 29, 2015, as set forth in Exhibits 1, 1A, and 1B respectively (attached); and
2. WHEREAS, CITY requested to amend said Agreement to extend the term through December 31, 2016 within the existing contract amount of \$88,660; and
3. WHEREAS, CONSULTANT agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Term of the Agreement. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 3 on October 11 2016.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

for 
 STEPHEN SCHWABAUER
 City Manager

WGR SOUTHWEST, INC.
Hereinabove called "CONSULTANT"


 JOHN M. TERAUSKIS
 Qualified SWPPP Developer and Operations
 Manager for Lodi Office

Attest:


 JENNIFER M. FERRAILOLO
 City Clerk

Approved as to Form:


 JANICE D. MAGDICH
 City Attorney



Kathryn Garcia
 City of Lodi
 2001 W. Turner Road
 Lodi, CA 95242

RE: Proposal for Compliance Support for Years 4 & 5 of the Phase II MS4 NPDES Permit

Dear Kathryn Garcia,
 WGR Southwest, Inc. (WGR) is pleased to provide you with this proposal to provide support for the City's Phase II MS4 NPDES Permit compliance program. The following is a summary of the **new** activities required by the current Phase II MS4 permit for Years 4 and 5, for which WGR is able to supply support for the City. Please remember there are quite a few on-going responsibilities that began during Years 1 – 3. In addition to the Years 4 and 5 tasks, WGR is providing a cost proposal for general compliance support and project management for the implementation of the Phase II MS4 Permit. This proposal is organized into the following sections:

- Section A: A list of Years 4 & 5 Permit-Required Tasks*
- Section B: General Compliance Support, Project Management, and Unit Cost Tasks*
- Section C: Collaboration Tasks*

Section A: Years 4 & 5 Permit-Required Tasks for July 1, 2016 – June 30, 2018:

The following is a detailed summary of the **new** activities required by the permit during Years 4 and 5 in accordance with the Phase II MS4 permit as extracted from the Guidance Document that was submitted at the beginning of the permit term by your municipality to the State Water Board. Please remember that many of the activities required in the previous permit and in the three previous years of this permit term are required to continue.

Permit Section	Years 4 & 5 Compliance Tasks	Recommended Approach
E.7.a	Public Outreach and Education	
	(b)Conduct surveys 2x during permit term (2)	WGR can assist with the preparation of the survey and/or the Implementation
E.7.b.3	Pollution Prevention and Good Housekeeping Staff Training	
	Biennial employee training	We suggest utilizing the MS4 Week collaboration video that was created during Year 3. It is still available for a purchase of \$350. This video will be able to be used for several years before it becomes outdated.

E.9	ILLICIT DISCHARGE DETECTION AND ELIMINATION	
E.9.b	Illicit Discharge Source/Facility Inventory	
	Assess priority areas once during permit term	WGR can assist City staff with this assessment
E.11	POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM	
E.11.d	Storm Water Pollution Prevention Plans	
	Develop SWPPPS for hotspots	Please refer to collaboration task C.1.
E.11.e	Inspections, Visual Monitoring and Remedial Action	
	Quarterly visual inspection of hotspots	These inspections and observations will most likely be performed with City staff. However, WGR is available to assist with them if and when needed.
	Annual comprehensive hotspot inspection	
	Quarterly hotspot visual observation of storm water and non-storm water discharges	
	Non-Hotspots - Inspect each inventoried facility that is not a hotspot once during permit	This should have been done during the initial Hot Spot Investigation which was performed during Year 3
E.12	POST CONSTRUCTION STORMWATER MANAGEMENT PROGRAM	
E.12.j	Planning and Development Review Process	
	Complete any changes to landscape code to administer post-construction requirements	This can be performed with municipal staff. WGR can provide assistance as needed. If you have not yet reviewed the landscape ordinances following the Municipal Regulatory Update Assistance Program, WGR can help you complete this form.
E.13	WATER QUALITY MONITORING	
E.13.b.	TMDL Monitoring - MS4s w TMDLs must comply with Attachment G and consult with Regional Board within 1 year of effective date to determine monitoring requirements and schedule. And shall Implement TMDL monitoring as specified by RB Executive Officer	This was actually a Year 1 task that has been delayed. We believe that the proposed revisions to Attachment G will be approved in 2016 and that the monitoring plan will need to be submitted sometime during Year 4. Please refer to collaborative task C.2.
E.14	PROGRAM EFFECTIVENESS ASSESSMENT	
E.14.b	Storm Water Program Modifications	
	Identify and summarize BMP and/or program modifications identified in priority program areas that will be made in the next permit term	WGR will work with City staff in summarizing BMPs and program modification based on the PEAP.
E.16	ANNUAL REPORTING PROGRAM	
E.16.a	Use SMARTS to report and certify	WGR can provide assistance with the annual Program Effectiveness Assessment and the Annual Report preparation.
E.16.b	Complete and retain annual reports and make available to RWQCB during working hours	
E.16.c	Submit detailed written or oral report to RWQCB if directed.	
E.16.d	May coordinate reporting if regional programs	

The following are the *estimated* WGR resources and hours to perform the above tasks, plus ongoing responsibilities. We have attempted to provide a realistic cost estimate for WGR's ancillary support of the City's in-house implementation of these tasks based on, among other things, the level of support your municipality needed from us during the first two years of this permit term. *The actual degree of*

involvement from City staff may increase or decrease the actual WGR expense. Year 4 collaboration task costs are presented in Section C of this proposal and are not included in the figures in the table below.

Task Number	Section and Estimate of Resources and Hours	Task Sub-total
E.7	EDUCATION AND OUTREACH	\$630
E.7.a. and b.3	Assistance with revisions to the Education and Outreach Plan and survey; compliance specialist 6 hours	
E.9	ILLICIT DISCHARGE DETECTION AND ELIMINATION	\$2,360
E.9.b. and c.	Compliance technician 16 hours and a compliance specialist 8 hours for IDDE outfall inspections, sampling, and follow up support. Costs do not include analytical testing or the purchase of field test kits.	
E.10	CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM	\$580
E.10.c	Senior compliance specialist / QSD / QSP 4 hours for support and questions by the City staff (Refer to Section B of this proposal for optional unit costs for WGR to perform inspections, ESCP / SWPPP reviews, and Post-Construction submittal reviews.)	
E.11	POLLUTION PREVENTION / GOOD HOUSEKEEPING PROGRAM	\$3,360
E.11.c, e, g, h, and i	Training staff on inspecting O&M operations quarterly for proper BMP implementation, questions about the drainage system maintenance requirements, and coordination with other departments. Assist with inspections. Compliance specialist 32 hours	
E.12	POST CONSTRUCTION STORMWATER MANAGEMENT PROGRAM	\$1,740
E.12	Senior compliance specialist 12 hours to train City staff and to answer questions.	
E.14	Program Effectiveness Assessment and Improvement Plan	\$3,360
E.14.a	Compliance specialist 32 hours to assist the City staff with the Year 4 annual effectiveness assessment and the Year 5 program modification assessment and summary.	
E.16	ANNUAL REPORTING PROGRAM (for Year 3 and 4 due October 15 of 2016 and 2017)	\$11,660
E.16.a	Senior compliance specialist 8 hours Compliance specialist 100 hours (Assumes assistance from City staff and departments in the compilation and provision of supporting data and information.)	

Total Estimated Years 4 & 5 Cost for Section A: \$23,690

The following are the hourly rates for the above-described personnel. These rates are valid through June 30, 2018.

Senior Compliance Specialist / QSD	\$145/hour
Compliance Specialist / QSP	\$105/hour
Compliance Technician	\$95/hour
Project related mileage	\$0.56/mile

When requested, WGR can provide a similar task identification, recommendation, and labor estimation for the remaining two years of the permit term.

Section B: General Permit Compliance Support, Project Management Tasks, and Optional Unit Cost Fee-based Tasks for Years 4 & 5

Year 4 Storm Water Program Support Proposal
City of Lodi
Page 4 of 7

WGR can provide support for the following general support tasks on an as-needed basis. The number of hours are *estimated* based on the level of supported needed by the City during the first two years of the permit term. *The actual degree of involvement from City staff may increase or decrease the actual WGR expense in this area.*

- Task B.1. Project meetings
- Task B.2. Miscellaneous permit compliance support
- Task B.3. Communication with the Water Board staff
- Task B.4 Monitor the development of the Regional MS4 Permit and the Trash Amendments

Resource	Rate	Estimated Quantity for all of the above tasks	Subtotals
Senior Compliance Specialist / QSD	\$145/hour	16 hours	\$2,320
Compliance Specialist / QSP	\$105/hour	16 hours	\$1,680
Project related mileage	\$0.56/mile	500 miles	\$280

WGR proposes following *fee-based unit cost tasks* to assist the City on *an as-needed basis*:

Monthly Construction Inspections (First time inspection of a CGP-permitted project)	\$195/location (estimated 20 locations during Years 4 & 5)	\$3,900
Monthly Construction Inspections (Subsequent inspection of a CGP-permitted project or any inspection of a non-CGP permitted project that is required to be inspected per the City's MS4 permit)	\$155/inspection (estimated 20 monthly inspections during Years 4 & 5)	\$74,400
Follow up MS4 inspection (Assume 8 inspections)	\$155/inspection	\$1,240
SWPPP or ESCP Review for Compliance with City & State Requirements (Assume 20 sites)	\$385/review	\$7,500
Project-specific Post-Construction Submittal Review for Compliance with City & State Requirements (Assume 20 sites)	\$385/review	\$7,500
PRDs (Assume 5 projects)	\$350	\$1,750
SWPPP Development (Assume 5 projects)	\$2,450	\$12,250
CGP Annual Reports (Assume 5 projects)	\$750	\$3,750
REAPS (Assume 3/month for 8 months per project)	\$275	\$33,000
CGP inspections (Monthly) (Assume 5 projects)	\$175	\$21,000

Total Estimated Annual Cost for Section B: \$170,570

Section C: Year 4 Collaboration Tasks

WGR is pleased to provide you with this proposal to participate in Phase II MS4 permit collaboration efforts for selected Year 4 tasks. The collaboration task agreement is between the individual municipalities and WGR Southwest, Inc. In effort to maintain the participation-based costs, by signing and accepting Section C of this proposal you are agreeing to be invoiced for the sum of each agreed upon collaboration task. WGR will invoice the City at the completion of each agreed upon task for the pre-arranged amount. Completion is defined for document preparation tasks as when the template is first delivered to the municipality. For the training task, completion is defined as when the first training event has been held or the first training tool has been delivered. The anticipated task completion schedule is based on the permit and is subject to change. *Although we have strived hard to confirm and secure the number of collaborating municipalities before issuing Section C of this proposal, WGR reserves the right to withdraw and nullify this part of the proposal should the number of municipalities signing and accepting this collaboration proposal be less than those indicated below.* Should that happen, WGR will reissue a proposal with costs divided by the adjusted number of collaborating municipalities. Should we have more than the number of anticipated collaborating municipalities, WGR will make an adjustment to the fee. The following is a summary of the Year 4 collaboration tasks.

Year 4 Task	Final Shared Collaborative Task Cost	Anticipated Schedule
<p><u>Biennial Pollution Prevention Training (Task C.1):</u></p> <p>As required per Section E.7.b.3 of the permit, WGR will provide the Biennial Pollution Prevention Training to collaborating municipalities. For this cost, municipalities have the option of using a training video created by WGR or if they can coordinate with four or more other municipalities, we will provide a regional live training event in a location provided by the collaborating municipalities. For most municipalities, this will most likely be the second biennial training event of the permit term. Many municipalities participated with WGR's live collaboration training during Year 2.</p>	<p>Take your pick of live training or video: \$350/municipality (based on 10 participating municipalities)</p>	<p>Winter 2015 - 2016</p>
<p><u>Construction Site BMP Training for Inspectors (Task C.2):</u></p> <p>As required per Section E.10.c of the permit, storm water compliance inspections must be performed of construction sites. However, many times inspectors are not familiar with how BMPs should properly be installed or maintained. Modeling it after its popular BMP Round-up, WGR will provide a 6-hour class designed especially for the municipal inspector and those who review Erosion and Sediment Control Plans. The class will utilize WGR's Construction Sandbox at our Lodi Training Center to demonstrate real BMPs and how they should be installed and maintained. It will be a hands-on class in which attendees will install, inspect, and/or work with sediment and perimeter controls, erosion controls, drain inlet protection, track out control, and a simulated spill. Lunch is included.</p>	<p>\$600/municipality (Price includes up to 10 staff members, additional staff can come at \$50/person)</p>	<p>Late Summer - Early Fall 2016</p>

Year 4 Task	Final Shared Collaborative Task Cost	Anticipated Schedule
<p><u>Corp Yard BMP Training for Municipal Staff (Task C.3):</u></p> <p>Sometimes classroom training is not enough. For those municipalities that wish to provide a more in-depth pollution prevention training, WGR invites them to attend a 6-hour class at our Lodi Training Center. The class will be designed especially for those who work within a municipal corp yard or maintenance facility. The class will include demonstrations of proper washing operations, waste management, concrete waste management, stockpile management, hazardous waste handling and storage techniques, drain inlet protection, and a simulated spill drill including notification of first responders. It will be a hands-on class in which attendees will have an active role. Lunch is included.</p>	<p>\$600/municipality (Price includes up to 10 staff members, additional staff can come at \$50/person)</p>	<p>Late Summer – Early Fall 2016</p>
<p><u>SWPPP Template Development (Task C.4):</u></p> <p>As required per Section E.11.d of the permit, WGR will develop a Storm Water Pollution Prevention Plan (SWPPP) template for facilities that were identified as Hot Spots during the Year 3 assessment. The template will be applicable to any facility that was identified as a hot spot. Please keep in mind that the permit does not require a SWPPP if the facility has an existing Hazardous Materials Business Plan, Spill Prevention Plan, or Industrial General Permit-required SWPPP.</p>	<p>\$225/municipality (based on 10 participating municipalities)</p>	<p>Fall 2016</p>
<p><u>Annual Self-Certification Program (Task C.5):</u></p> <p>As required in Section E.12.i, the municipality must request an annual self-certification by owners of post-construction BMPs. For those municipalities that would like WGR to implement the program for them, we offer the IMPLEMENTATION collaborative package which includes the following services:</p> <ul style="list-style-type: none"> • WGR will import the data provided by the municipality in the above-provided Structural BMP inventory spreadsheet into a SQL database which will be used for the automated mailing; • We will mail out postcards and track responses; • We will host the online form on our server on which BMP owners can complete their annual report; • We will enter into the database postcards that were completed by hand and returned to us in the mail; • WGR will mail out a second postcard to non-responsive owners; • We will update the database to remove bad addresses or to update with new information that is supplied by the returned postcards or through the on-line form; and • We will provide a list of non-responsive BMP owners to the municipality after the second mailing so that the municipality can then proceed with the subsequent Enforcement Response Plan steps. 	<p>\$710/municipality per year plus \$185/100 mailings</p>	<p>Available Spring 2016</p>
<p>Year 5 Task</p>	<p>Final Shared Collaborative Task Cost</p>	<p>Anticipated Schedule</p>

Year 5 Collaborative Tasks – To Be Determined. (Assume \$2,500)

Total Estimated Years 4 and 5 Cost for Sections A, B, & C:

Please note that the below table provides a summary of the costs for **all** of the potential tasks. The City of Lodi **can pick and choose** which tasks for which they would like to have WGR's assistance and adjust the total accordingly.

Year 4 and 5 Tasks Costs do not include potential regional TMDL monitoring activities and analyses; and amount for Year 5 collaboration task is estimated.	Section A: \$23,690 Section B: \$170,570 Section C: \$5,170 (assume 100 self-certifications) Total: \$199,430
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We thank you for this opportunity to serve you and we look forward to working with the City of Lodi to accomplish the Year 4 and 5 permit requirements. If I can answer any questions concerning our proposal or the MS4 permit requirements, please do not hesitate to call me or to schedule a meeting to discuss the proposed scope of work.

Respectfully submitted,
WGR Southwest, Inc.



John M. Teravskis, CPESC, QSD/QSP, QISP, ToR
Senior Compliance Specialist and
Operations Manager for Northern California

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH WGR SOUTHWEST, INC., OF LODI, FOR
STORM DRAINAGE PERMIT COMPLIANCE SERVICES

=====

WHEREAS, on September 19, 2012, the City Council approved a Professional Services Agreement with WGR Southwest, Inc., of Lodi, to perform stormwater wet season inspection services; and

WHEREAS, Amendment No. 1 to the Agreement was executed on October 9, 2014, which expanded the scope of services to include additional inspections and compliance review activities; and

WHEREAS, Amendment No. 2 was executed on July 29, 2015, which included stormwater compliance services for the construction of the Lodi Lake Boat Ramp Improvements; and

WHEREAS, Amendment No. 3 was executed October 11, 2016, extending the term of the agreement through December 31, 2016, without increasing the contract amount; and

WHEREAS, Amendment No. 4 will extend the term of the agreement through December 31, 2018, and will increase the fees by \$199,430, if all services are utilized; and

WHEREAS, as shown above, the agreement with WGR Southwest, Inc., has been extended over the past several years; however, the required scope has grown significantly due to the expanded regulatory requirements; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 4 to the Professional Services Agreement with WGR Southwest, Inc., of Lodi, in the amount of \$199,430.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 4 to the Professional Services Agreement with WGR Southwest, Inc., of Lodi, California, in the amount of \$199,430.

Dated: November 15, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2016-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering Services for White Slough Water Pollution Control Facility Expansion Pond Project (\$448,383)

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of \$448,383.

BACKGROUND INFORMATION: In June 2016, the City was awarded a Proposition 84, Delta, San Joaquin River, and Sacramento River Water Quality Program Grant by the California Department of Water Resources, to receive \$4,600,000. The grant is only offered to agencies located within the Sacramento San Joaquin Delta Area.

The grant funds up to 75 percent of the total proposed costs (environmental, design, and construction) of onsite recycled water storage facilities, intended to improve groundwater quality in the region. The 70-acre storage pond system will be used to store disinfected tertiary treated effluent to be used for irrigating the City's 890 acres of agricultural land surrounding the treatment plant, and to reduce the volume of effluent being discharged to the Delta. For these reasons it is also expected the project will further enhance the City's position in complying with the State's Sustainable Groundwater Management Act. The City is responsible for the remaining 25 percent in matching funds.

On January 20, 2016, Council approved a Professional Services Agreement with Petrologix Engineering in the amount of \$474,380 for geological, geotechnical, and preliminary design work to establish the most suitable location for the storage improvements. On April 25, 2016, the City Manager executed Amendment No. 1 that included a minor change in scope related to a required avian study with no change in contract cost. The work reflected above is nearing completion and is necessary prior to starting the final design and construction phases.

The proposed Amendment No. 2 includes the scope of services to perform the final design and construction management services for the pond system and associated infrastructure including a recycled water conveyance system and pump station. Final design is expected to be completed in the spring of 2017. Construction is anticipated to start in the summer of 2017 and extend through the summer of 2018.

Staff recommends authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of \$448,383.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The cost for this work is programmed in the Fiscal Year 2016/17 budget. The City's cost share is 25 percent and the remaining 75 percent will be reimbursed through the Proposition 84 Grant.

FUNDING AVAILABLE: Wastewater Plant Operating Fund (53053003).

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/CES/jr
Attachment

AMENDMENT NO. 2

PETRALOGIX ENGINEERING
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PETRALOGIX ENGINEERING (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement on February 10, 2016 and Amendment No. 1 on April 25, 2016 (collectively the "Agreement"), as set forth in Exhibit 1 attached hereto and made a part hereof; and
2. WHEREAS, CITY requested to amend the Scope of Services and increase the fees by \$448,383, for a total amount of \$922,763, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CONSULTANT agrees to said amendment.

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

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 2 on _____, 2016.

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

PETRALOGIX ENGINEERING
Hereinabove called "CONSULTANT"

STEPHEN SCHWABAUER
City Manager

DANIEL KRAMER
President

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



AMENDMENT NO. 1

Petralogix Engineering
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 25th day of April, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PETRALOGIX ENGINEERING (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on February 10, 2016 as set forth in Exhibits 1 (attached).
2. WHEREAS, CITY requested to amend the Scope of Services as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services as set forth in the Agreement. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on April 25, 2016.

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

PETRALOGIX ENGINEERING
Hereinabove called "CONSULTANT"



STEPHEN SCHWABAUER
City Manager



DANIEL KRAMER
President

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 February 10, 2016, 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 technical services for the White Slough Water Pollution Control Facility Expansion Pond 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 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: Wally Sandelin

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.

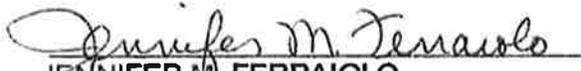
Section 4.21 Federal Transit Funding Conditions

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

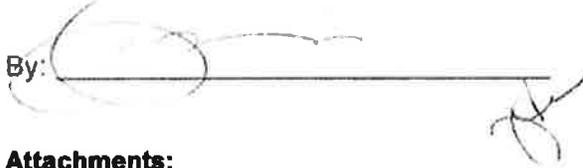
ATTEST:


JENNIFER M. FERRAIOLO
City Clerk


STEPHEN SCHWABAUER
for 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



December 11, 2015
Proposal No. 10046

Attn: Charles Swimley
City of Lodi - Public Works
221 West Pine Street
Lodi, CA 95240

Subject: Technical Services Proposal for the White Slough Water Pollution Control Facility Expansion Pond Project - DWR Grant Funding

Mr. Swimley,

We appreciate the opportunity to provide you with our proposal to perform technical services, project review services, and project management services to the City of Lodi for the White Slough Water Pollution Control Facility Expansion Pond Project. Below you will find a brief project description and a detailed cost estimate for Petralogix Engineering, Inc.'s proposed work scope.

Petralogix will provide both project management and technical review services for all of the tasks which will be required to complete the Pond Expansion as planned. We are currently providing oversight services to facilitate final Department of Water Resources (DWR) Proposition 84 Grant receipt assistance, and CEQA consulting assistance for the project.

Petralogix will sub-consultant with various companies to provide the City with the needed geotechnical, general surveying, and civil services to complete the over-all project technical studies (preliminary). Each of the required tasks is discussed in detail, with a broken out budget, a detailed timeline and schedule, and a not to exceed fee. All of these items have been developed in conjunction with the Grant Application that we prepared on behalf of the City when the Proposition 84 Grant application was submitted.

Project Summary

The need for additional storage pond area at the White Slough WPCF is well documented. Long-term there are no justifiable alternatives. Current discharge is above the stated capacity for the site as designed, and overages are released to the Delta. There are a variety of potential options which will allow for sufficient on-site storage. However, only one single approach will accomplish a maximum benefit which allows for minimized transport assembly costs (piping), minimized land acquisition costs and impacts, minimized environmental impacts, and maximized water reuse and recharge strategies. As you know, the City of Lodi has been awarded Proposition 84 Grant Funding in order to facilitate construction of the project.

www.petralogix.com

City of Lodi
Proposal No. 10046

The project consists of the final design and construction of the proposed 70 acre expansion pond. Two potential locations are currently being considered for the pond. The first location is near the existing onsite storage ponds. The secondary location to the southeast is also being considered. The final pond is planned to be unlined with roughly 8 foot high berms that allow for a total of 6 feet of water storage by height and 2 additional feet of freeboard. The bottom of the ponds are planned to be at grade or only slightly below. The berms will have riprap lining along the inside wall and will be designed as one to three ponds which are spread across the entire 70 acre area. .

Scope of Work

Petralogix will work in conjunction with a local Geotechnical Engineer, Surveyor, and Civil Engineer to provide the required services to complete the preliminary pond designs that will be required to bring the project to construction. A detailed description of these services follows:

TASK #1 - Petralogix Engineering, Inc.

Geological Site Characterization Services

Petralogix will prepare two detailed cross sections for each proposed pond site, provide a detailed review of the subsurface soils at each site (+15 feet below ground surface), and provide detailed percolation testing. The geological site characterization will utilize soil borings and samples (taken during the geotechnical study), limited resistivity profiling (dipole-dipole), standard falling head percolation tests, and double ring infiltrometer testing. The resistivity profiling will aid in determining major lateral soil changes across the pond transects. These profiles will consist of two perpendicular test lines which cover the general proposed pond location for each site. The percolation and double ring infiltrometer testing will aid in determining water flow rates in the subsurface soils. They will be focused at multiple depths, and will be in locations that are spread across each of the proposed pond sites. Data taken from these tests (and the geotechnical soil logs) will be combined. From this data a detailed 2-Dimensional (2D) cross section will be performed for each of the pond sites. The geological and hydrological conclusions from these site interpretations will be used for final pond design.

Deliverables: Site Geologic Report, Percolation Testing Results, 2D Profile Cross Sections (One for Each Site), and General Recommendations for Final Pond Layout Based on Findings.

TASK #2 - Terracon

Geotechnical Engineering – Pond Expansion Scope of Services

We are currently proposing to use **Terracon, Inc.** as the lead geotechnical engineer of record. Multiple bids have been collected and reviewed. Based on our experience with the responsive nature of this firm, their price point, local presence, and general understanding of the project we believe they are currently the best fit for the project. They have proposed the following task/service items for completing the Geotechnical Engineering for the project.

Preliminary Geotechnical Services - Field Program (Conducted at Each Site)

Propose to perform a total of nine or ten (9 or 10) borings.

- Two borings will be drilled to a depth of 50 feet below the existing ground surface (bgs).
- Two borings will be drilled to a depth of 20 feet bgs.
- Two borings will be drilled to a depth of 10 feet bgs.
- Two borings will be drilled to a depth of 5 to 10 feet bgs.

The two 50-ft. deep borings will be used in performing a liquefaction analysis of the site. The deep borings and 20-ft. deep borings will be used to determine the soil stratigraphy beneath the likely locations of the embankments. Data from all the borings will be used to characterize the upper soils for possible use in the embankments.

Test samples will be collected during drilling in general accordance with the appropriate ASTM methods. Standard Penetration Testing (SPT) and sampling using either standard split-spoon or Modified California samplers will be performed at approximately 2½-foot intervals for the upper 10 feet followed by samples at 5-foot intervals to the maximum depths drilled. In the shallow borings, dry core or punch core samplers will be used to obtain continuous samples of the upper soils. This method allows for continuous sampling which is more effective in determining a more detailed characterization of the soil lithology. In addition, we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

In addition, two (1) bulk samples of the near surface soils will be collected from the site. These samples will be tested for the maximum dry density and optimum moisture contents as determined in the ASTM D1557 test method. The results of these tests will be used in the slope stability analyses of the embankments. Two (2) bulks samples will also be obtained to provide R-value testing in order to provide recommendations for gravel/paved access roads.

Laboratory Testing – (Conducted for Each Site)

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a licensed geotechnical engineer and may include visual classification, moisture content, dry density, sieve analysis, Atterberg limits, direct shear,

City of Lodi
Proposal No. 10046

strength, and consolidation as appropriate. As previously mentioned, two samples of the near surface soils will be tested to determine the maximum dry density and optimum moisture content.

Preliminary Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of California. We will perform slope stability and seepage analyses of the proposed embankments. These analyses will be based on the methods and criteria contained in the Urban Levee Design Criteria published by the California Department of Water Resources (DWR). Based on the results of our evaluation, a preliminary geotechnical engineering report will be prepared detailing the results of the testing performed, provide logs of the borings, and contain a diagram of the site/boring layout for each site. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Soil conditions encountered.
- Drainage recommendations.
- Faulting, estimated ground motions, and liquefaction potential.
- Slope stability and seepage analyses of the proposed embankments (up to 1 models).
- Site preparation/earthwork recommendations.
- Seismic site class and design parameters per 2013 CBC.

Final geotechnical reporting will be performed under a separate task order and scope of work. We understand that such work will be directed toward the final pond site which is most feasible based on preliminary design review services have been completed.

Deliverables: All Lab Results, Detailed Geotechnical Reports, All Comprehensive Field Data.

City of Lodi
Proposal No. 10046

TASK #3 - Baumbach and Piazza

Civil Engineering and Surveying – Pond Expansion Scope of Services

Surveying:

We are currently proposing to use **Baumbach and Piazza Engineering** as the lead engineer/surveyor of record. Multiple bids have been collected and reviewed. Based on our experience with the responsive nature of this firm, their price point, local presence, and general understanding of the project we believe they are the best fit for the project. They have proposed the following task/service items for completing the Civil Engineering and Surveying for the project.

Topographic Survey

Accurately locate existing features and contours as necessary for design work. Topography to include existing ground features, swales, ditches, fences, power poles and roadways.

Boundary Survey

Establish sufficient survey control to identify boundaries of project site. Survey to tie into existing City of Lodi datum, and set sufficient control within boundary limits for construction.

Deliverables: Survey Base Maps for Each Site, Electronic Data (CAD Format)

City of Lodi
Proposal No. 10046

TASK #4 - West Yost and Associates

Preliminary Civil Engineering Design Services

West Yost will provide a variety of services as described below. They will act as the primary design engineer for the proposed preliminary pond design services at each of the two sites. They have been working at the site for over 10 years and performed the initial site feasibility studies that were used in the City's original grant application.

CEQA Review

West Yost will provide support to Petralogix in the development of the California Environmental Quality Act (CEQA) documents for this pond expansion project. These services will include reviewing the Hydrology and Water Quality section of the CEQA document and providing comments/input where needed; facilitation of a meeting with Regional Boards staff regarding their comments on the draft Initial Study; and miscellaneous input related to Petralogix's evaluation of the potential impacts of the project – such as pump station sizing, energy demands, water rights and other subjects.

Report of Waste Discharge

Project Description Letter Report

To support a meeting with Regional Board staff responsible for the renewal of the City's permit (prior to submission of the ROWD and permit modification request), West Yost will prepare a Project Description letter report summarizing the proposed facility modifications, providing a characterization of the tertiary effluent data in comparison to available shallow groundwater quality data, and providing appropriate references to the City's recently submitted Antidegradation Analysis presented in the City's Background Characterization Report and BPTC Evaluation Report. This letter report should be submitted to Regional Board staff from the City along with a request for a meeting to discuss the proposed project. The purpose of this initial effort will be to gain Regional Board acceptance of a streamlined process for permitting the treatment plant modifications.

Report of Waste Discharge

West Yost will develop the ROWD documentation needed to support a minor modification to the Waste Discharge Requirements and Master Reclamation Permit (Order R5-2007-0113-01). The following specific documentation will be included: a ROWD report summarizing the proposed facility modifications (from the letter report described above); the required ROWD forms; a characterization of the tertiary effluent data in comparison to available shallow groundwater quality data (from the letter report described above); references to the City's recently submitted Antidegradation Analysis presented in the City's Background Characterization Report and BPTC Evaluation Report. West Yost will also provide a draft cover letter from the City to the Regional Board for the City's use. Note that if the Regional Board concludes that a more comprehensive ROWD is required to support a complete permit revision, the scope of services and associated fee estimate for this effort will need to be revised accordingly.

City of Lodi
Proposal No. 10046

Report of Waste Discharge Meetings

Two meetings are included in this task: one meeting with Regional Board to discuss the Project Description letter report and the City's proposed approach to revising the current permit and one meeting with City to discuss the draft ROWD.

Preliminary Design

Conveyance System Evaluation

The conveyance system evaluation will consist of evaluating the improvements necessary to convey disinfected tertiary recycled water to each of the two potential pond sites and distribute the stored water back to the City's existing irrigation facilities. Preliminary layouts and opinions of construction and operating costs associated with each alternative will be prepared. This information will be presented to the City and Petralogix (along with the costs associated with pond construction at each site) in a workshop setting to support a decision regarding the preferred pond location.

Storage Pond Evaluation

The storage pond evaluation will consist of evaluating the earthwork necessary to construct storage pond at each of the two potential sites and developing pond configurations that are most advantageous with respect to costs or other factors. Preliminary layouts, conceptual grading plans based on available topographic information, and opinions of probable construction cost will be prepared. This information will be presented to the City and Petralogix (along with the costs associated with conveyance to and from each site) in a workshop setting to support a decision regarding the preferred pond location.

Preliminary Design Technical Memorandum

Following City selection of the preferred pond location, West Yost will prepare a Preliminary Design Technical Memorandum (TM) that summarizes the information described above. In addition, preliminary drawings will be prepared for the recommended pumping, conveyance, and storage pond facilities. The TM will be submitted to the City and Petralogix for review, and following a review meeting, a final TM will be prepared that incorporates your comments and suggestions.

Preliminary Design Phase Meetings

The following meetings are assumed to be required during the preliminary design phase:

1. Kickoff Meeting: Overall project goals and assumptions will be presented and discussed. One primary objective of this meeting is to confirm the approach for the Predesign task.
2. Predesign Evaluation Workshop: The purpose of this workshop is to select the preferred storage and conveyance system alternative. It is assumed that West Yost and Petralogix will work together to present a cost and benefits analysis associated with the alternatives, and the City will select the preferred approach based on the information presented.

City of Lodi
Proposal No. 10046

3. **Pre-design TM Comments:** The purpose of this meeting will be to receive comments from the City and Petralogix regarding the Pre-design TM and establish direction (as appropriate) for the facilities design.

Engineering Bid Documents

West Yost will provide bidders documents and assistance in answering questions during preliminary project bidding for final design and construction services.

Deliverables: Edited CEQA Sections (Hydrology), Meetings with Water Board, Report of Waste Discharge Amendment (Minor Modification), Three (3) hard copies of the preliminary layouts and opinions of construction and operating costs (Preliminary Design for each Site), Bid Document Assistance.

TASK #5 - Petralogix Engineering, Inc.

Project Management Services – Pond Expansion

Petralogix will act as the main project management company for the pond expansion project. We will provide all oversight and review to the City. Our services will include both general project work flow management and technical oversight for all issued construction related design documents (i.e. geotechnical, civil, surveying, etc.). The overall life of the project will include a period of roughly 2 years in total length. Herein, we are proposing our services for the (first phase) design and initial technical services contract portion of the project. These services will run from approval of this proposal until roughly May of 2016. Construction related bidding requests should be issued by the City in April or May of 2016, and will be based on the preliminary design documents presented via this proposal's scope. Construction related services (including project management services and post construction monitoring services) will be included in a later project phase and will be covered under a separate proposal.

Deliverables: Detailed Reporting of Ongoing Activities (Weekly and Monthly Progress Reports), Bid Assistance Services (Written Scopes for RFPs and Attendance at Meetings), Billing and Cost Tracking (Monthly Progress Reports).

TASK #6 – Petralogix, WYA, Moore Biological, Inc. and Legal Team

Water Petition Biology Consultation Services

Petralogix and West Yost Associates will work together to prepare a petition for a "Change in Use" for the WPCF's tertiary treated waters which are currently applied to the delta. This tertiary treated water will instead be used to fill the proposed expansion pond. Long-term it could be used for irrigation and be beneficial for in-lieu groundwater recharge efforts. Moore Biological will provide the required environmental monitoring services to assist West Yost Associates and Petralogix in completing the petition. As part of the petition, environmental impacts pertaining to biological receptors must be fully addressed. Moore Biological will consult with a specialty Giant Garter Snake (GGS) consultant, and a fisheries expert (Fish-Bio). They plan to use existing temperature studies and discharge water quality data to fully evaluate the impact of removing this water source from the delta. Their initial review has indicated that the removal of this water would likely result in a net-benefit for water quality and fish habitat. As part of this West Yost Associates and Petralogix will retain a legal expert in this field to review and consultant on the final petition filing.

Deliverables: Final report from Moore Biological, Reviewed Document by Legal, and Petition Completed and Filed on Behalf of the City.

City of Lodi
Proposal No. 10046

Service Fees – (Not to Exceed)

The fees for each service are illustrated on the attached spread sheet. These are not to exceed amounts that will be billed on a 30 day basis, with a 10 percent markup for Petralogix Engineering. Additional management services and time have been added where applicable. All fees are based on hourly billing rates and previously quoted services from the respective vendors. Additional modification have been made in part by Petralogix's experience with similar project of this type, and our experience with the represented sub-consultants. A composite (All Company Average) hourly rate sheet has been attached for review. These rates will be the hourly maximums associated with the project, and will remain in effect for the duration of the project.

The total fee for the relative project components listed in the attached spreadsheet amount to \$474,380. We recommend that a cost share of 25 percent be accepted by the City of Lodi, as per the state requirements for Proposition 84 Grant funding. Therefore, the City of Lodi will be responsible for \$118,595, while DWR (and Proposition 84 Grant) will be responsible for the remaining \$ 355,785.

Schedule of Services

Below is a broken down timeline for review. This is a tentative timeline that is based on our best estimation in combination with DWR, and the current project status.

Services Timeline			
Task No.	Task Description	Start Date	End Date
1 to 3	Geological, Geotechnical, and Surveying - includes work by Petralogix, Terracon, and Baumbauch and Piazza.	1/20/2016	3/20/2016
4	Preliminary Design Services - Includes work by Petralogix and West Yost.	1/20/2016	3/20/2016
5	Project Construction Solicitation Services - Includes RFP development and project management services by Petralogix.	4/20/2016	5/15/2016
6	Project Petition Services - Includes Bio/Legal/Processing work by Petralogix, West Yost, Moore, and Subs.	1/20/2016	4/15/2016

We have thoroughly enjoyed working with the City, and recognize that this is a great opportunity for our community to re-evaluate how water is used in our region. 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.

David G. Thomas

City of Lodi
 Proposal No. 10046

Warm Regards,

Daniel E. Kramer, President
 Professional Geologist #8657
 Certified Engineering Geologist #2588
 Professional Geophysicist #1078

Modified Rate Sheet
Combined Consultant Pricing for Use on Project
(Based on all Consultant Rates)

COMAPNY	SERVICE	RATE
Petralogix Engineering, Inc.	Professional Geophysicist	\$185/Hour
	Senior Reviewer PhD Geologist	\$155/Hour
	Certified Engineering Geologist	\$145/Hour
	Professional Geologist	\$135/Hour
	Senior Staff Geologist	\$125/Hour
	Project Manager	\$115/Hour
	Field Technician - GEO	\$115/Hour
West Yost Associates	Senior Review Engineer	\$225/Hour
	Principal Civil Engineer	\$185/Hour
	Senior Civil Engineer	\$165/Hour
	Draftsman	\$105/Hour

City of Lodi
 Proposal No. 10046

Baumbach and Plazza	Principal Civil Engineer	\$155/Hour
	Senior Civil Engineer	\$125/Hour
	Draftsman	\$85/Hour
	Survey Party Chief	\$150/Hour
	Field Tech I	\$145/Hour
	Field Tech II	\$140/Hour
	Field Tech III	\$135/Hour
Terracon	Senior Geotechnical Engineer	\$195/Hour
	Geotechnical Engineer	\$165/Hour
	Staff Geotechnical Engineer	\$145/Hour
	Lead Driller	\$105/Hour
	Driller Helper	\$95/Hour



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.

WALLACE ENVIRONMENTAL CONSULTING, INC.

P.O. Box 266
Courtland, CA 95615
(916) 775-2380

jim@wallaceenvironmental.com

Date: March 16, 2016

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

From: Jim Wallace

Subject: *City of Lodi White Slough Pollution Control Facility Storage Expansion; Wildlife Hazards at the Kingdon Airport*

Wallace Environmental Consulting appreciates this opportunity to prepare reports that assess the potential of pond expansion at the City of Lodi's White Slough Water Pollution Control Facility to act as a hazardous wildlife attractant for aircraft using Kingdon Airport. The reports are intended to support preparation of a CEQA document, to satisfy the intent of FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports* and evaluate the proposed project's conformity with the ALUCP's consistency determination.

The work product includes two sections: 1) Field assessment of the birds attracted to the existing ponds and how additional ponds may impact avian numbers within the flight paths of Kingdon Airport, and 2) a report that assesses potential effects of a wildlife attractant near a private-public use airport and how the City's proposed project relates to the San Joaquin County Airport Land Use Compatibility Plan, FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports* and Kingdon Airport.

Our proposal includes meetings with the City, ALUC and airport owners. The field assessment will be conducted by a certified airport wildlife biologist. The land use planning issues will be addressed by a consultant with 40-years of experience including 20-years as an airport environmental consultant. We have recently completed FAA approved wildlife hazard management plans for the Mammoth Yosemite Airport, Lake Tahoe Airport and the Tulelake Municipal Airport (Modoc County). Our other airport experience in California's Central Valley includes FAA-compliant environmental and biological reports at municipal airports in Madera, Tracy, Stockton, Visalia, Lincoln, Oroville, Rio Vista and Chico.

Wallace Environmental Consulting will prepare the documents for the White Slough project according to the following schedule. All field work and reports will be completed within a mutually agreed upon field schedule which may extend to October 2016.

An estimated budget, based on four field survey dates is attached.

Thank you for this opportunity. Please contact us if you have any questions or need additional information.

Sincerely,
Jim Wallace
President, Wallace Environmental Consulting, Inc.

Estimated Fee Schedule

Task No.	Bird Survey Northwest Pond	Date of Survey 2016		
<u>Task 1</u>	<u>Site Visit #1 & Reporting</u>	<u>February</u>		
	Staff Professional	Hourly Rate	Hours	Total
	Airport Environmental Specialist	\$ 130.00	50.00	\$ 6,500.00
	Certified Wildlife Biologist	\$ 125.00	70.00	\$ 8,750.00
	Expenses			\$ 600.00
	Sub-Total			\$ 15,850.00
Task No.	Bird Survey Northwest Pond	Date of Survey 2016		
<u>Task 2</u>	<u>Site Visit #2</u>	<u>April</u>		
	Staff Professional	Hourly Rate	Hours	Total
	Airport Environmental Specialist	\$ 130.00	23.00	\$ 2,990.00
	Certified Wildlife Biologist	\$ 125.00	35.00	\$ 4,375.00
	Expenses			\$ 375.00
	Sub-Total			\$ 7,740.00
Task No.	Bird Survey Northwest Pond	Date of Survey 2016		
<u>Task 3</u>	<u>Site Visit #3</u>	<u>July</u>		
	Staff Professional	Hourly Rate	Hours	Total
	Airport Environmental Specialist	\$ 130.00	23.00	\$ 2,990.00
	Certified Wildlife Biologist	\$ 125.00	35.00	\$ 4,375.00
	Expenses			\$ 375.00
	Sub-Total			\$ 7,740.00
Task No.	Bird Survey Northwest Pond	Date of Survey 2016		
<u>Task 4</u>	<u>Site Visit #4</u>	<u>October</u>		
	Staff Professional	Hourly Rate	Hours	Total
	Airport Environmental Specialist	\$ 130.00	23.00	\$ 2,990.00
	Certified Wildlife Biologist	\$ 125.00	35.00	\$ 4,375.00
	Expenses			\$ 375.00
	Sub-Total			\$ 7,740.00
	Grand Total - Year Long Survey		\$	39,070.00

Task - 6	Consultant	Petition Services		\$	57,090.00	12.0%	\$	34,272.50	\$	42,817.50
6.1	Petraltex Engineering Inc.	File Preparation and Mapping	66	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
6.2	West Yost Associates	File Preparation and Consultation with Subs	84	\$ 185.00	\$ 14,880.00	3.1%	\$	3,700.00	\$	11,180.00
6.3	Moore Biological and Soil	Biological Consultation	104	\$ 185.00	\$ 18,500.00	3.9%	\$	4,625.00	\$	13,875.00
6.4	West Yost Associates	File Preparation and Consultation with Subs	66	\$ 185.00	\$ 11,100.00	2.3%	\$	2,775.00	\$	8,325.00
6.5	Petraltex Engineering Inc.	Petraltex - 10% Markup On Services	1	\$ 5,190.00	\$ 5,190.00	1.1%	\$	1,297.50	\$	3,892.50
		Sub-Task - Subtotal			\$ 57,090.00		\$	14,272.50	\$	42,817.50
Task - 7	Consultant	Petition Services			\$ 47,625.00		\$	11,906.25	\$	35,718.75
7.1	Wallace Consulting	Avian Study #1 Winter and Reporting Consulting	136	\$ 125.00	\$ 16,250.00	3.4%	\$	4,062.50	\$	12,187.50
7.2	Wallace Consulting	Avian Study #2 Spring	66	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
7.3	Wallace Consulting	Avian Study #3 Summer	66	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
7.4	Wallace Consulting	Avian Study #4 Fall	66	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
7.5	Petraltex Engineering Inc.	Petraltex - 10% Markup On Services	1	\$ 3,875.00	\$ 3,875.00	0.8%	\$	988.75	\$	2,886.25
7.6	Petraltex Engineering Inc.	Project Management and Oversight	46	\$ 233.00	\$ 5,000.00	1.1%	\$	1,250.00	\$	3,750.00
		Sub-Task - Subtotal			\$ 47,625.00		\$	11,906.25	\$	35,718.75
Task - 8	Consultant	Petition Services			\$ 48,750.00		\$	12,387.50	\$	36,362.50
8.1	Petraltex Engineering Inc.	Additional CEQA Development - Written Scores	66	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
8.2	Petraltex Engineering Inc.	Additional CEQA Development - Management and Processing	126	\$ 125.00	\$ 15,000.00	3.2%	\$	3,750.00	\$	11,250.00
8.3	Petraltex Engineering Inc.	General Project Management	214	\$ 125.00	\$ 26,250.00	5.5%	\$	6,562.50	\$	19,687.50
		Sub-Task - Subtotal			\$ 48,750.00		\$	12,187.50	\$	36,562.50
TOTAL CONTRACT AMOUNT - NOT TO EXCEED					\$	474,295.00	100%	118,573.75	\$	355,721.25
								City of Lodi - 25% Share		DWR - 75% Share

Task - 6	Consultant	Petition Services		\$	57,090.00	12.0%	\$	14,772.50	\$	42,317.50
	6.1) Petralogs Engineering Inc.	File Preparation and Markings	60	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
	6.2) West Yost Associates	Site Preparation and Consultation with Sub	80	\$ 185.00	\$ 14,800.00	3.1%	\$	3,700.00	\$	11,100.00
	6.3) Moore Biological and Subt	Biological Consultation	100	\$ 185.00	\$ 18,500.00	3.9%	\$	4,625.00	\$	13,875.00
	6.4) West Yost Associates	Site Preparation and Consultation with Sub	60	\$ 185.00	\$ 11,100.00	2.3%	\$	2,775.00	\$	8,325.00
	6.5) Petralogs Engineering Inc.	Petralogs - 10% Markup On Services	1	\$ 5,190.00	\$ 5,190.00	1.1%	\$	1,297.50	\$	3,892.50
	6) Petralogs Engineering Inc.	Sub Total - Subtotal			\$ 57,090.00	12.0%	\$	14,272.50	\$	42,817.50
Task - 7	Consultant	Petition Services		\$	47,825.00	10.0%	\$	11,906.25	\$	35,918.75
	7.1) Wallace Consulting	Avian Study of Winter and Migratory Counting	536	\$ 125.00	\$ 66,750.00	3.4%	\$	4,082.50	\$	12,167.50
	7.2) Wallace Consulting	Avian Study of Song	60	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
	7.3) Wallace Consulting	Avian Study of Mimicry	60	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
	7.4) Wallace Consulting	Avian Study of Fall	60	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
	7.5) Petralogs Engineering Inc.	Petralogs - 10% Markup On Services	1	\$ 3,875.00	\$ 3,875.00	0.8%	\$	988.75	\$	2,886.25
	7.6) Petralogs Engineering Inc.	Project Management and Oversight	40	\$ 125.00	\$ 5,000.00	1.1%	\$	1,250.00	\$	3,750.00
	7) Wallace Consulting	Sub Total - Subtotal			\$ 47,825.00	10.0%	\$	11,906.25	\$	35,918.75
Task - 8	Consultant	Petition Services		\$	48,750.00	10.3%	\$	12,187.50	\$	36,562.50
	8.1) Petralogs Engineering Inc.	Additional CEQA Development - Written Scopes	60	\$ 125.00	\$ 7,500.00	1.6%	\$	1,875.00	\$	5,625.00
	8.2) Petralogs Engineering Inc.	Additional CEQA Development - Management and Processing	120	\$ 125.00	\$ 15,000.00	3.2%	\$	3,750.00	\$	11,250.00
	8.3) Petralogs Engineering Inc.	General Project Management	210	\$ 125.00	\$ 26,250.00	5.9%	\$	6,562.50	\$	19,687.50
	8) Petralogs Engineering Inc.	Sub Total - Subtotal			\$ 48,750.00	10.3%	\$	12,187.50	\$	36,562.50
TOTAL CONTRACT AMOUNT - NOT TO EXCEED										
				\$	474,295.00	100%	\$	118,573.75	\$	355,721.25
								City of Lodi - 25% Share		DWR - 75% Share

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH PETRALOGIX ENGINEERING, OF GALT,
FOR ENGINEERING SERVICES FOR WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY EXPANSION POND PROJECT

WHEREAS, on January 20, 2016, the City Council approved a Professional Services Agreement with Petrologix Engineering in the amount of \$474,380 for geological, geotechnical, and preliminary design work to establish the most suitable location of the storage improvements; and

WHEREAS, on April 25, 2016, the City Manager executed Amendment No. 1 that included a minor change in scope with no change in contract cost; and

WHEREAS, the proposed Amendment No. 2 includes the scope of services to perform the final design and construction management services for the pond system and associated infrastructure, including a recycled water conveyance system and pump station; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of \$448,383.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Petralogix Engineering, of Galt, California, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of \$448,383.

Dated: November 15, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016, 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 Funds for the Purchase of Network Switches for Fiber Optic Network from DSA Technologies of Elk Grove (\$67,595.76)

MEETING DATE: November 15, 2016

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Adopt resolution appropriating funds for the purchase of network switches for fiber optic network from DSA Technologies of Elk Grove (\$67,595.76).

BACKGROUND INFORMATION: The City has a fiber optic network that connects all City-owned buildings, radio communications and utility data collection sites to the network core in the data center. Council approved amending our contract with DSA Technologies on August 3, 2016 to purchase this equipment. Staff had inadvertently omitted the appropriation of funds with the August 3, 2016 action.

Funds for the purchase should be appropriated from the Information Technology replacement fund (402990000.77020) for \$67,595.76.

FISCAL IMPACT: Lack of appropriation will not allow the project to be completed.

FUNDING AVAILABLE: Information Technology Replacement Fund (40299000.77020).

Benjamin Buecher
Information Technology Manager

Jordan Ayers
Deputy City Manager

JA/ja

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	11/16/16
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG UNIT #	OBJECT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	402		32205	Fund Balance	\$ 67,595.76
B. USE OF FINANCING	402	402990000	77020	Capital Projects	\$ 67,595.76

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 inadvertently omitted from Council action of August 3, 2016 approving purchase of fiber optic switches from DSA Technologies

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

Meeting Date: 11/16/16 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. ____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROPRIATING FUNDS FOR THE PURCHASE OF
NETWORK SWITCHES FOR FIBER OPTIC NETWORK
FROM DSA TECHNOLOGIES, OF ELK GROVE

=====

WHEREAS, the City of Lodi relies on the properly-functioning fiber optic network to conduct daily operations for public safety, utility monitoring, email, and voice communications; and

WHEREAS, the fiber optic network is complex, requiring annual operational costs and parts, equipment replacement, and continuous staff hours to maintain; and

WHEREAS, Council approved the purchase of fiber optic network switches from DSA Technologies, of Elk Grove, in the amount of \$67,595.76 at their meeting held on August 3, 2016; and

WHEREAS, staff inadvertently omitted requesting the necessary appropriation with the August 3, 2016 action, and staff now respectfully requests that the City Council appropriate the funds for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate funds for the purchase of fiber optic network switches for the City's fiber optic network from DSA Technologies, of Elk Grove, California, in an amount not to exceed \$67,595.76.

Dated: November 15, 2016

=====

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016 by the following votes:

- 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 21, 2016, 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 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for December 21, 2016, 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 adjustments relative to the Engineering News Record (ENR) index change is provided in Attachment A. The purpose of this table is to demonstrate that past actual 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 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's ENR index change was 3.36 percent and staff is recommending a water rate increase of three 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 \$45.89 to \$47.27 or \$1.38 per month. A metered resident using an average of 1,800 cubic feet of water per month will see an increase from \$40.63 to \$41.89, or \$1.26 per month. The drought conditions have resulted in a downward trend in water revenue received. In response, the City's consultant has analyzed the most current utility billing and water production data in an effort to update the rate revenue model to reflect the impacts of water conservation and the expected increase in water usage associated with relaxing water conservation measures.

The reduction in sales revenue due to conservation coupled with increased construction costs (primarily associated with the Water Meter Program) is requiring the recommendation for the three percent rate increase. As reflected in the City's Financial Plan (Attachment C), fund balances rebound substantially starting in Fiscal Year 2019/20. This year corresponds with the completion of the City's multi-year Water Meter Program.

FISCAL IMPACT: The Water Utility is requiring increased revenue to accommodate the impacts of conservation coupled with inflationary pressures in the construction industry resulting from an improving economy.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/jr
Attachments

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⁾	2.0
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⁾
2017	3.36 ⁽³⁾	3.0 ⁽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. 2016)	Proposed (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	3.0%	3.0%	3.0%
FLAT RATES				
<i>Single Family Residential</i>				
1 Bedroom	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
2 Bedroom	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84
3 Bedroom	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15
4 Bedroom	\$ 55.14	\$ 56.79	\$ 58.49	\$ 60.24
5 Bedroom	\$ 66.13	\$ 68.11	\$ 70.15	\$ 72.25
6 Bedroom	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
7 Bedroom	\$ 95.17	\$ 98.03	\$ 100.97	\$ 104.00
<i>Multi-Family (1)</i>				
1 Bedroom	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
2 Bedroom	\$ 32.83	\$ 33.81	\$ 34.82	\$ 35.86
3 Bedroom	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05
<i>Mobile Homes</i>				
Any Size	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>				
Existing unmetered	Varies	+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 (2)	
	Current (Jan. 2016)	Proposed (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
Rate Increase -->		3.0%	3.0%	3.0%
USAGE-BASED RATES				
Monthly Service Charge				
Single Family				
Up to 3/4" meter	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
Multi-Family and Non-Residential (1)				
Up to 3/4" meter	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
3" meter	\$ 183.98	\$ 189.50	\$ 195.19	\$ 201.05
4" meter	\$ 304.59	\$ 313.73	\$ 323.14	\$ 332.83
6" meter	\$ 605.85	\$ 624.03	\$ 642.75	\$ 662.03
8" meter	\$ 967.52	\$ 996.55	\$ 1,026.45	\$ 1,057.24
10" meter	\$ 1,389.57	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43
Usage Rates (\$/CCF)				
Single Family				
Tier 1 (0-10 CCF)	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)				
All water usage	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (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 -- Water Utility
Financial Plan Summary**

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
	1.975%	3.0%	3.0%	3.0%	3.0%	3.0%
	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019	Jan. 2020	Jan. 2021
WATER OPERATING FUND (560)						
Beginning Balance	5,972,949	4,551,353	3,742,272	1,198,661	595,550	2,618,839
Revenues						
Water Sales	12,161,186	12,867,000	13,493,000	14,246,000	14,869,000	15,199,000
Interest Earnings	123,397	82,000	49,000	22,000	40,000	117,000
Other Revenues	114,712	39,000	40,000	41,000	42,000	43,000
Transfer From/(To) RSF (18x)	-	-	-	-	-	-
Transfer from Fund 182 for Debt Service	-	109,000	109,000	109,000	286,000	286,000
Total Revenues	12,399,294	13,097,000	13,691,000	14,418,000	15,237,000	15,645,000
Expenditures						
Transfer Out to General Fund (Cost of Services)	780,000	780,000	780,000	780,000	780,000	780,000
Transfer Out to Capital Fund 181 for projects To Capital Fund 181 (Depreciation)	4,750,000	3,850,000	6,000,000	4,550,000	2,500,000	500,000
Personnel Services	2,659,000	2,761,000	2,854,000	2,951,000	3,051,000	3,123,000
Utilities	496,000	762,000	794,000	828,000	863,000	892,000
Supplies, Mat'ls., Services & Other	2,781,000	3,400,000	3,501,000	3,605,000	3,712,000	3,800,000
Debt Service						
1991 CSDW Loan Payments	-	-	-	-	-	-
Net 2010 Rev. Bond Payments	2,354,890	2,353,080	2,305,611	2,307,111	2,307,711	2,305,911
Total Expenditures	13,820,890	13,906,080	16,234,611	15,021,111	13,213,711	11,400,911
Ending Balance	4,551,353	3,742,272	1,198,661	595,550	2,618,839	6,862,928
Operating Reserve (25%)	1,679,000	1,926,000	1,982,000	2,041,000	2,102,000	2,149,000
Available Balance	2,872,353	1,816,272	(783,339)	(1,445,450)	516,839	4,713,928
Debt Service Coverage (min. 1.25)	2.61	2.41	2.86	2.82	3.07	3.10
WATER CAPITAL OUTLAY (561)						
Beginning Balance	735,242	1,447,432	303,597	146,621	81,621	126,621
Revenues						
Operating Transfers In	4,750,000	3,850,000	6,000,000	4,550,000	2,500,000	500,000
Interest Earnings	41,500	15,000	(4,000)	-	(1,000)	1,000
Loan Repayment from EUD (City Hall Annex)	-	-	585,024	-	-	-
DBCP Reimbursements	249,231	251,000	252,000	254,000	256,000	78,000
Retrofit Meter Install. Charge	-	-	-	-	-	-
Debt Proceeds	-	-	-	-	-	-
Total Revenues	5,040,731	4,116,000	6,833,024	4,804,000	2,755,000	579,000

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Expenditures						
Loan to EUD (City Hall Annex)	-	-	-	-	-	-
Water Meter/Main Install. Project	4,017,000	4,296,000	5,634,000	3,967,000	-	-
Water Taps	1,000	77,000	80,000	82,000	84,000	87,000
Miscellaneous Water Mains	-	52,000	53,000	55,000	56,000	58,000
GAC & Meter Repl (DBCP)	272	300,000	300,000	300,000	300,000	-
Meter Shop Design	-	50,000	200,000	-	-	-
Southwest Gateway Water Tank	-	-	-	-	2,000,000	-
Surface Water Treatment Plant PS Generator	-	-	300,000	-	-	-
Finance Security Cameras	-	30,000	-	-	-	-
Info Systems Data Center	214,165	-	-	-	-	-
Lodi Lake Boat Launch	29,319	-	-	-	-	-
Well 10C	9,512	110,488	-	-	-	-
Well 3 & 10R Abandonment	9,652	55,348	-	-	-	-
Well 14 -Pump Rehab/Repl	-	-	176,000	-	-	-
Well 15 -Pump Rehab/Repl	-	-	186,000	-	-	-
Well 16 -Pump Rehab/Electrical Upgrade	-	-	-	219,000	-	-
Well 17 -Pump Rehab/Electrical Upgrade	-	-	-	202,000	-	-
Well 21	-	-	-	-	225,000	-
Well 22	-	155,000	-	-	-	-
Well 23	-	-	-	-	-	214,000
Well 24 - Pump Rehab & Electrical Upgrade	-	-	-	-	-	-
Well 25	-	-	-	-	-	232,000
Vehicles/Equipment	47,619	134,000	61,000	44,000	45,000	46,000
Total Expenditures	4,328,540	5,259,835	6,990,000	4,869,000	2,710,000	637,000
Ending Balance	1,447,432	303,597	146,621	81,621	126,621	68,621
IMF WATER FACILITIES (562)						
Beginning Balance	164,051	330,561	337,561	344,561	353,561	362,561
Revenues						
Water Impact Mitigation Fees	165,098	109,000	109,000	109,000	286,000	286,000
Interest Earnings	1,411	7,000	7,000	9,000	9,000	9,000
Total Revenues	166,510	116,000	116,000	118,000	295,000	295,000
Expenditures						
Transfer to Fund 181 for Well 27	-	-	-	-	-	-
Transfer to Operations Fund 180 for Debt Service	-	109,000	109,000	109,000	286,000	286,000
Total Expenditures	-	109,000	109,000	109,000	286,000	286,000
Ending Balance	330,561	337,561	344,561	353,561	362,561	371,561
Owed Fund 180 for Debt Service	5,737,000	6,587,000	7,382,000	8,158,000	8,737,000	9,295,000

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Aggregate End-of-Year Balance *	7,859,000	5,913,000	3,220,000	2,561,000	4,638,000	8,833,000
Operating Reserve (25%)	1,679,000	1,926,000	1,982,000	2,041,000	2,102,000	2,149,000
Restricted DS Reserve	1,530,000	1,530,000	1,530,000	1,530,000	1,530,000	1,530,000
2010 COP Proceeds	-	-	-	-	-	-
Rate Stabilization Fund	-	-	-	-	-	-
Net Available for Capital Projects	4,650,000	2,457,000	(292,000)	(1,010,000)	1,006,000	5,154,000

**City of Lodi -- Water Utility
Financial Plan Assumptions**

Financial Assumptions						
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	2.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Interest Earnings	2.0%	2.0%	2.0%	2.5%	2.5%	2.5%
Customer Account Assumptions						
No. of DUs/Accounts	23,606	23,656	23,706	23,756	23,806	23,856
No. of 3/4" Eq. Mtrs.	25,654	25,704	25,754	25,804	25,854	25,904
No. of New Connections	50	50	50	50	50	50
Customer Growth Rate	0.19%	0.19%	0.19%	0.19%	0.19%	0.19%
Water Mitigation Impact Fee					\$ 5,710	\$ 5,710
	Residential	\$ 1,263	\$ 1,263	\$ 1,263	\$ 1,263	
	Non-Residential	3,103	3,103	3,103	3,103	



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for December 21, 2016, to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 42 Medium-Density Residential Growth Management Allocations for the Grupe - Harvest Crossing Subdivision

MEETING DATE: November 15, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set Public Hearing for December 21, 2016, to consider adopting a resolution approving the Planning Commission's recommendation to authorize 42 Medium-Density Residential Growth Management Allocations for the Grupe - Harvest Crossing Subdivision.

BACKGROUND INFORMATION: As part of the City's Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On October 26, 2016, the Planning Commission held a public hearing regarding the 2016 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by Grupe Investment Company for 42 Medium-Density Residential Growth Management Allocations for the Grupe - Harvest Crossing subdivision, a 6.8-acre 42-lot subdivision.

The Commission received a staff report, heard the staff presentation; asked questions of staff as well as the applicant; opened the hearing to the public for testimony in support and in opposition to the application; closed the public hearing and voted 4-0 to recommend the City Council approve the applicant's request for 42 Medium-Density Residential growth management allocation units and approve the Final Map for the project.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Reset Public Hearing to December 21, 2016, to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Reset Public Hearing to December 21, 2016, to receive comments on and consider accepting City of Lodi's report on water quality relative to public health goals.

BACKGROUND INFORMATION: The Public Health Goals Report is prepared by Public Works staff comparing Lodi's drinking water with California Environmental Protection Agency's (Cal EPA) public health goals (PHGs) and with the United States Environmental Protection Agency (USEPA) maximum contaminant level goals (MCLGs). PHGs and MCLGs are not enforceable standards and no action to meet them is required.

California Code of Regulations, Title 22, Section 116470, mandates a Public Health Goals Report be prepared every three years. The report is intended to provide water quality information to the public in addition to the Annual Water Quality Report, which the City mails to each customer by July of each year. On Saturday, October 22, 2016, a public notice appeared in the *Lodi News Sentinel* informing any interested party of the Draft Public Health Goals Report's availability. The draft report has also been made available on the City's website. The law requires a public hearing be held (which can be part of a regularly scheduled public meeting) for the purpose of accepting and responding to public comment on the draft report.

The City's water system complies with all of the health-based drinking water standards and maximum contaminant levels as required by the State Water Resources Control Board, Division of Drinking Water (formally California Department of Public Health, 2014) and the US EPA. No additional actions are required or recommended.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Richle, Water Plant Superintendent – Public Works
CES/AR/jr
Attachment

APPROVED: _____

Stephen Schwabauer, City Manager

STAFF REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

2013-2015



**City of Lodi
Public Works Department**

REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

Table of Contents

BACKGROUND	1
PUBLIC HEALTH GOALS.....	1
CITY OF LODI WATER SOURCES	1
WATER QUALITY DATA CONSIDERED	2
GUIDELINES FOLLOWED	2
BEST AVAILABLE TREATMENT TECHNOLOGY AND COST ESTIMATES	2
CONTAMINANTS DETECTED THAT EXCEED A PUBLIC HEALTH GOAL OR MAXIMUM CONTAMINANT LEVEL GOAL	3
Arsenic	3
Trichloroethylene (TCE).....	4
Dibromochloropropane (DBCP).....	5
Tetrachloroethylene	6
1,2,3-Trichloropropane.....	7
Hexavalent Chromium.....	8
Uranium.....	9
Gross Alpha Particle Activity.....	10
Copper	11
Total Coliform (Informational Purposes Only)	12
RECOMMENDATIONS FOR FURTHER ACTION	13
List of Abbreviations.....	14

Attachments

ATTACHMENT 1: MCLS, DLRS, AND PHGS FOR REGULATED DRINKING WATER CONTAMINANTS

ATTACHMENT 2: COST ESTIMATES FOR TREATMENT TECHNOLOGIES

ATTACHMENT 3: HEALTH RISK INFORMATION FOR PUBLIC HEALTH GOAL EXCEEDANCE REPORTS

BACKGROUND

Provisions of the California Health and Safety Code Section 116470(b) require that larger (>10,000 service connections) water utilities prepare a special report every three years if their water quality measurements have exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California Environmental Protection Agency's (Cal-EPA) Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by United States Environmental Protection Agency (USEPA). Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed.

This report provides the following information as specified in the California Health and Safety Code Section 116470(b) for any contaminant detected in the City's water supply between 2013 and 2015 at a level exceeding a PHG or MCLG.

- Numerical public health risk associated with the Maximum Contaminant Level (MCL), and the PHG and MCLG;
- Category or type of risk to health that could be associated with each contaminant level;
- Best Available Treatment Technology (BAT) that could be used to reduce the contaminant level; and
- Estimate of the cost to install that treatment.

PUBLIC HEALTH GOALS

PHGs are set by the OEHHA, which is part of Cal-EPA, and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW), formally the California Department of Public Health (CDPH), in setting drinking water standards (MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs. Attachment 1 lists the regulated contaminants for which PHGs and MCLGs have been set.

CITY OF LODI WATER SOURCES

The majority of the City of Lodi's drinking water consists of groundwater sources (Twenty-eight wells). Approximately, 64 percent of the water supplied to our customers originates from wells owned by the City. The remaining 36 percent is treated surface water produced through the Surface Water Treatment Facility (SWTF). Water is diverted from the Mokelumne River (purchased from Woodbridge Irrigation District).

WATER QUALITY DATA CONSIDERED

All of the water quality data collected by our water system between 2013 and 2015 for purposes of determining compliance with drinking water standards was considered. This data was summarized in our 2013, 2014, and 2015 Annual Water Quality Reports which were mailed to all customers before July 1st each year.

GUIDELINES FOLLOWED

The Association of California Water Agencies (ACWA) formed a workgroup which prepared guidelines for water utilities to use in preparing these required reports. The ACWA guidelines were used in the preparation of our report.

BEST AVAILABLE TREATMENT TECHNOLOGY AND COST ESTIMATES

Treatment cost estimates for constituents listed are derived from the “Cost Estimates for Treatment Technologies” (included as Attachment 2) that were included as part of the ACWA guidance. Where provided, treatment costs are calculated using the information in Attachment 2 and each source’s production from 2015. Water production for each source can vary dramatically from year to year so the treatment cost associated with these estimates could also vary significantly. The estimates for specific treatment technologies do not include other factors such as permitting and waste disposal. Furthermore, before any treatment system is approved by DDW, the City is required to conduct a California Environmental Quality Act (also known as CEQA) review to assess potential environmental impacts that may be related to the project. The results of that assessment could add significant costs to mitigate potential concerns, or could preclude using a specific treatment technology altogether. Waste disposal costs associated with various treatment technologies vary widely. Some waste disposal costs are known and can be estimated as part of the routine operations and maintenance of the system. Others requiring direct discharge to the sanitary sewer or hauling of potentially hazardous waste would have to be determined on a case-by-case basis.

CONTAMINANTS DETECTED THAT EXCEED A PUBLIC HEALTH GOAL OR MAXIMUM CONTAMINANT LEVEL GOAL

The following is a discussion of constituents that were detected in one or more of our drinking water sources at levels above the PHG, or if no PHG, above the MCLG: Arsenic, Trichloroethylene (TCE), Dibromochloropropane (DBCP), Tetrachloroethylene (PCE), 1,2,3-Trichloropropane (1,2,3-TCP), Hexavalent Chromium, Uranium, Gross Alpha Particle Activity and Copper. This report only provides information on contaminants that were found in the City's drinking water system to have exceeded an established PHG or MCLG. The City of Lodi consistently delivers safe water at the lowest possible cost to our customers. The levels of these contaminants were below the MCLs, so they do not constitute a violation of drinking water regulations or indicate the water is unsafe to drink. These results could be considered typical for a Northern California water agency. The health risk information for regulated contaminants with PHGs is discussed in this report and also provided in Attachment 3.

Arsenic

Arsenic (As) is a naturally occurring element in the earth's crust and is very widely distributed in the environment. In general, humans are exposed to microgram (μg) quantities of As (inorganic and organic) largely from food (25 to 50 μg per day) and to a lesser degree from drinking water and air. Arsenic is used in industry as a component in wood preservatives, pesticides, paints, dyes, and semi-conductors. In most areas, erosion of rocks and minerals is considered to be the primary source of As in groundwater. Environmental contamination may result from anthropogenic sources such as: urban runoff, treated wood, pesticides, fly ash from power plants, smelting and mining wastes.

The MCL for As is 10 parts per billion (ppb) with a corresponding PHG of 0.004 ppb. OEHHA's April 2004, fact sheet: "Public Health Goal for Arsenic" summarizes the non-carcinogenic and carcinogenic health effects observed from studies involving drinking water with high levels of As. Studies cited have associated chronic intake of As in drinking water with the following non-carcinogenic health effects including: heart attack, stroke, diabetes mellitus, and hypertension. Other effects also include decreased production of erythrocytes and leukocytes, abnormal cardiac function, blood vessel damage, liver and/or kidney damage, and impaired nerve function in hands and feet (paresthesia). Characteristic skin abnormalities are also seen appearing as dark or light spots on the skin and small "corns" on the palms, soles, and trunk. Some of the corns may ultimately progress to skin cancer. Carcinogenic health effects involve an increased risk of cancer at internal sites, especially lung, urinary bladder, kidney, and liver. The health effects language in Appendix 64465-D of Title 22, California Code of Regulations states: "Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer." The numerical health (cancer) risk for drinking water with As at the MCL is 2.5 in 1,000. The numerical health (cancer) risk for drinking water with As at the PHG is 1 in 1,000,000.

Arsenic levels in all City sources of supply are well below the regulatory standard.

REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

Page 4 of 14

Because the Detectable Level Required (DLR) for As is 2 ppb, the City is limited in its ability to report the presence of As only down to that level. As such, any As that may be present in sources at levels between the 0.004 ppb PHG and the 2 ppb DLR is unknown and not considered in this report. Water quality data for City sources from 2013-2015 show that As was detected in 26 City wells below the MCL (2.1 to 8.9 ppb). Two of the City wells are off-line and scheduled for rehabilitation; therefore, they are not included in the following treatment discussion. There has been no detection for As in the surface water supply.

The Best Available Technology (BAT) for arsenic removal is dependent on the water chemistry of the source to be treated. While research into new methods of removing arsenic continues, the current recommendations include:

- Activated Alumina
- Coagulation / Filtration
- Electrodialysis
- Ion Exchange
- Lime Softening
- Oxidation Filtration
- Reverse Osmosis

Since As levels in City's wells showing the presence of As are already below the MCL, reverse osmosis (RO) would likely be required to effectively decrease the amount of As present. The cost estimates for RO is \$3.92 to \$6.65 per 1,000 gallons of water treated. If RO treatment were considered for the 26 wells discussed above, the annualized capital and operation and maintenance (O&M) costs could range from approximately \$8.9 million to \$15.1 million per year. That would result in an assumed increased cost for each customer ranging from \$337.81 to \$573.07 per year.

Trichloroethylene (TCE)

Trichloroethylene (TCE) is a volatile organic compound that has been extensively used as a metal degreaser, a solvent in adhesives, textile manufacturing, paint stripping, and dry cleaning, etc. During industrial use, TCE's high vapor pressure allows a significant quantity of it to volatilize into the atmosphere. As a result of its widespread use and inadequate handling and disposal practices, TCE has become a common environmental contaminant. TCE has the most frequently exceeded drinking water MCL for a regulated organic compound in California.

The MCL for TCE is 5 ppb with a corresponding PHG of 1.7 ppb. In general, the following health effects discussion does not pertain to the low levels of TCE typically found in drinking water. OEHHA's July 2009 technical support report, "Public Health Goals for Chemicals in Drinking Water; Trichloroethylene" summarizes the health effects observed from studies involving human exposure to high levels of TCE. Because of TCE's widespread use and environmental contamination, the health effects on humans have been widely studied. Non-carcinogenic effects include: immediate symptomatic responses (headache, vomiting, loss of consciousness, etc.), cardiotoxicity, renal damage, hepatotoxicity, and many others. TCE is also associated with the following types of cancers: kidney, liver, cervix, lymphatic system. The health effects language in Appendix 64465-E of Title 22, California Code of Regulations

states: "Some people who use water containing trichloroethylene in excess of the MCL over many years may experience liver problems and may have an increased risk of getting cancer." The numerical health (cancer) risk for drinking water with TCE at the MCL is 3 in 1,000,000. The numerical health (cancer) risk for drinking water with TCE at the PHG is 1 in 1,000,000.

TCE levels in all City sources of supply are below the regulatory standard. Because the DLR for TCE is 0.5 ppb and the PHG is 1.7 ppb, the City is able to report concentrations of TCE below the PHG. Water quality data for City sources from 2013-2015 shows that TCE has been detected in two City wells. Levels of TCE in the three wells range from 0.5 to 2.0 ppb. There has been no detection for TCE in the surface water supply.

The approved BATs for treating TCE include the following treatment techniques:

1. Granular Activated Carbon (GAC)
2. Packed Tower Aeration

One of the three wells above the PHG for TCE is already equipped with GAC. To treat TCE below the PHG a more frequent GAC change-out would be required and the cost impact would be difficult to determine. If GAC were selected as the BAT to further reduce TCE in the additional two city wells (discussed above) to levels below the DLR, the cost would be estimated at \$1.46 per 1,000 gallons of water treated. The annualized capital and O&M costs could range from approximately \$178,000 per year. That would result in an assumed increased cost for each customer at \$6.77 per year.

Dibromochloropropane (DBCP)

DBCP is a dense yellow organic liquid used as a nematocide (pesticide), but currently banned, that has remained in soils due to runoff or leaching from previous use on vegetables, soybeans, cotton, vineyards, and tree fruit.

The MCL or drinking water standard for DBCP is 200 parts per trillion (ppt). The PHG for DBCP is 1.7 ppt. The City detected DBCP at levels not exceeding the MCL in the discharges from 13 of Lodi's 26 City wells used in 2013-2015. Levels of DBCP in the 13 wells range from 10 to 200 ppt. There has been no detection for DBCP in the surface water supply. The levels of DBCP were well below the MCLs, so they do not constitute a violation of drinking water regulations. In June 2014, City Well No. 6R was placed in service following the addition of Granulated Activated Carbon (GAC) vessels for treatment. This treatment was funded by Lodi's settlement agreement with DBCP manufacturers. Currently seven City Wells are equipped with GAC to treat DBCP at levels above the MCL. Two of the City wells are off-line and scheduled for rehabilitation; therefore, they are not included in the following treatment discussion.

The BATs for DBCP to lower the level below the MCL is GAC. To attempt to maintain the DBCP levels to below the DLR (10 ppt), GAC Treatment Systems with longer empty bed contact times and more frequent carbon change-outs would likely be required. The health effects language in Appendix 64465-E of Title 22, California Code of Regulations states: "Some people who use water containing DBCP in excess of the MCL over many years may experience reproductive difficulties and may have an increased risk of getting cancer." The

REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

Page 6 of 14

numerical health (cancer) risk for drinking water with DBCP at the MCL is 1 in 10,000. The numerical health (cancer) risk for drinking water with DBCP at the PHG is 1 in 1,000,000.

The approved BATs for treating DBCP include the following treatment techniques:

1. Granular Activated Carbon (GAC)
2. Packed Tower Aeration

As mentioned above, seven of the thirteen wells above the PHG for DBCP are already equipped with GAC. To treat DBCP below the PHG a more frequent GAC change-out would be required and the cost impact would be difficult to determine. If GAC were selected as the BAT to further reduce DBCP in the additional six City wells (discussed above) to levels below the DLR of 10 ppt, the cost would be estimated at \$ 0.48 per 1,000 gallons of water treated. The annualized capital and O&M costs would be approximately \$180,000 per year. That would result in an assumed increased cost for each customer of \$10.60 per year. (Note: this increase cost may not be reimbursable under the terms of Lodi's settlement agreement with DBCP manufacturers.)

Tetrachloroethylene

Tetrachloroethylene, also known as perchloroethylene (PCE), is primarily used as a chemical intermediate for the production of chlorofluorocarbons and as a solvent used in cleaning operations (metal cleaning, vapor degreasing, and dry cleaning). PCE has also been used in electric transformers as an insulating fluid and cooling gas. In addition, numerous household products contain some level of PCE. The high volatility of PCE results in a high potential for release into the environment during use. As a result of its widespread use and inadequate handling and disposal practices, PCE has become a common environmental contaminant.

The MCL for PCE is 5 ppb with a corresponding PHG of 0.06 ppb. OEHHA's August 2001, "Public Health Goal for Tetrachloroethylene in Drinking Water" summarizes the health effects observed from studies involving human exposure to high levels of PCE. Non-carcinogenic health effects include: kidney disease, developmental and reproductive toxicity, neurotoxicity and genetic mutations. Also, the same immediate symptomatic responses associated with exposure to high levels of PCE may occur. Carcinogenic health effects include: kidney, liver, cervix, and lymphatic system cancers. Due to the low levels typically involved, exposures to PCE in drinking water are not expected to result in any acute health effects. Exposure from drinking water can be in the form of household airborne exposures from showering, flushing of toilets, and other contact with water. PCE is readily absorbed through the lungs and gastrointestinal tract, and to a lesser extent it can be absorbed through the skin. The health effects language in Appendix 64465-E of Title 22, California Code of Regulations states: "Some people who use water containing tetrachloroethylene in excess of the MCL over many years may experience liver problems, and may have an increased risk of getting cancer." The numerical health (cancer) risk for drinking water with PCE at the MCL is 8 in 100,000. The numerical health (cancer) risk for drinking water with PCE at the PHG is 1 in 1,000,000.

PCE levels in all City sources of supply are well below the regulatory standard. Because the DLR for PCE is 0.5 ppb, the City is limited in its ability to report the presence of PCE only down to that level. As such, any PCE that may be present in sources at levels between the 0.06 ppb PHG and the 0.5 ppb DLR is unknown and not considered in this report. Water

quality data for City sources from 2013-2015 shows that PCE has been detected in three City wells over the PHG. Levels of PCE in the City wells range from 0.5 to 2.1 ppb. There has been no detection for PCE in the surface water supply.

The approved BATs for treating PCE include the following treatment techniques:

1. Granular Activated Carbon (GAC)
2. Packed Tower Aeration

One of the three wells above the PHG for PCE is already equipped with GAC. To treat PCE below the PHG a more frequent GAC change-out would be required and the cost impact would be difficult to determine. If GAC were selected as the BAT to further reduce PCE in the additional two city wells (discussed above) to levels below the DLR, the cost could range from \$ 0.26 to \$1.46 per 1,000 gallons of water treated. The annualized capital and O&M costs could range from approximately \$21,000 to \$119,000 per year. That would result in an assumed increased cost for each customer ranging from \$0.80 to \$4.50 per year.

1,2,3-Trichloropropane

1,2,3-Trichloropropane (1,2,3-TCP) is a manmade chlorinated hydrocarbon that is typically found at industrial or hazardous waste sites and has been used as a cleaning and degreasing solvent. 1,2,3-TCP is also associated with pesticide products formulated with dichloropropanes in the manufacturing of soil fumigants (nematicide) D-D, (no longer available in the United States) which does not attach to soil particles and may move into groundwater aquifers.

The PHG for 1,2,3-TCP is 0.0007 micrograms per liter (ppb or parts per billion). 1,2,3-TCP is an unregulated chemical currently without a California or Federal Maximum Contaminant Level (MCL) for 1,2,3-TCP. The California Notification Level for 1,2,3-TCP is set at 0.005 ppb, the detection limit for the purposes of reporting Detectable Level Required (DLR).

Notification levels are health-based advisory levels established by OEHHA for chemicals in drinking water that lack MCLs. OEHHA advises "If a chemical concentration is greater than its notification level in drinking water that is provided to consumers, OEHHA recommends that the utility inform its customers and consumers about the presence of the chemical, and about health concerns associated with exposure to it". 1,2,3-TCP was sampled in 2013 as part of the Unregulated Contaminants Monitoring Rule 3 (UCMR3). UCMR3 is a monitoring program administered by the USEPA. This monitoring provides a basis for future regulatory actions to protect public health. The City detected 1,2,3-TCP at levels exceeding the PHG in the source water from eight City wells. Of these eight wells, only six wells were detected above the DLR of 0.005 ppb.

Currently, there is no MCL for 1,2,3-TCP. The category for health risk associated with 1,2,3-TCP, and the reason that a drinking water standard (PHG) was adopted for it, is the people who drink water containing 1,2,3-TCP throughout their lifetime could theoretically experience an increased risk of getting cancer. The numerical health (cancer) risk for drinking water with 1,2,3-TCP at the MCL is not available since no MCL has been established. The numerical health (cancer) risk for drinking water with 1,2,3-TCP at the PHG is 1 in 1,000,000.

REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

Page 8 of 14

Because the DLR for 1,2,3-TCP is 0.005 ppb, the City is limited in its ability to report the presence of 1,2,3-TCP only down to that level. As such, any 1,2,3-TCP that may be present in sources at levels between the 0.0007 ppb PHG and the 0.005 ppb DLR is unknown and not considered in this report. Water quality data for City sources from 2013-2015 shows that 1,2,3-TCP has been detected in six City wells over the PHG and above the DLR. Of these six wells, four are equipped with GAC for removal of DBCP. Levels of 1,2,3-TCE detected in the City wells range from 0.005 to 0.030 ppb. There has been no detection for 1,2,3-TCE in the surface water supply.

The approved BATs for treating 1,2,3-TCP include the following treatment techniques:

1. Granular Activated Carbon (GAC)
2. Packed Tower Aeration

As mentioned above, four of the six wells above the PHG for 1,2,3-TCP are already equipped with GAC. To treat 1,2,3-TCP below the PHG a more frequent GAC change-out would be required and the cost impact would be difficult to determine. If GAC were selected as the BAT to further reduce 1,2,3-TCP in the additional two city wells (discussed above) to levels below the DLR, the cost could range from \$ 0.26 to \$1.46 per 1,000 gallons of water treated. The annualized capital and O&M costs could range from approximately \$26,000 to \$148,000 per year. That would result in an assumed increased cost for each customer ranging from \$1.10 to \$5.62 per year. Cost may need to be reassessed following adoption of California MCL.

Hexavalent Chromium

Chromium (Cr) is a naturally-occurring element that is found in rocks, soils, plants and animals. Cr has a variety of industrial uses that include: steel making, metal plating, corrosion inhibitors, paints and wood preservatives. The most common forms of Cr in the environment are trivalent (Cr+3) and hexavalent (Cr+6). Cr+3 is an essential nutrient for humans and is the more common form found in surface waters. In areas where igneous rocks are present, the major source of Cr+6 in groundwater is from the oxidation of naturally-occurring Cr. Cr+6 can also result in groundwater from the oxidation of Cr+3 during the disinfection process. Anthropogenic sources of Cr+6 in groundwater typically result from leakage, poor storage and improper disposal practices.

The MCL for Cr+6 is 10 ppb with a corresponding PHG of 0.02 ppb. OEHHA's July 2011, Fact Sheet: "Final Public Health Goal for Hexavalent Chromium" summarizes the health effects observed from studies involving drinking water with high levels of Cr+6. They include significant numbers of gastrointestinal tumors in rats and mice as well as increased rates of stomach cancer in humans. There is also evidence that Cr+6 can damage DNA. Exposure to airborne Cr+6 is 1,000 times more potent than exposure from drinking water. The health effects language in Appendix 64465-D of Title 22, California Code of Regulations states: "Some people who drink water containing Cr+6 in excess of the MCL over many years may have an increased risk of getting cancer." The numerical health (cancer) risk for drinking water with Cr+6 at the MCL is 5 in 10,000. The numerical health (cancer) risk for drinking water with Cr+6 at the PHG is 1 in 1,000,000.

Cr+6 levels in all City sources of supply are below the regulatory standard of 10 ppb. Because the DLR for Cr+6 is 1 ppb, the City is limited to reporting the presence of Cr+6 only

down to that level. As such, any Cr+6 that may be present in sources at levels between the 0.02 ppb PHG and the 1 ppb DLR is unknown and not considered in this report. Water quality data for City sources from 2013-2015 shows that Cr+6 has been detected in 25 City wells above the PHG. Levels of Cr+6 in wells range from 1.0 to 8.3 ppb. Two wells are off-line and scheduled for rehabilitation; therefore, they are not included in the following treatment discussion. There has been no detection for Cr+6 in the surface water supply.

The approved BAT for treating Cr+6 includes the following treatment techniques:

1. Coagulation/Filtration
2. Ion Exchange
3. Reverse Osmosis

Ion Exchange (IX), specifically, Weak Base Anion Exchange Resin could be used to further reduce Cr+6 in City wells to levels below the DLR and closer to the PHG. Cost estimates for IX range from \$1.62 to \$6.78 per 1,000 gallons of water treated. If IX treatment were considered for the 25 wells discussed above, the annualized capital and O&M costs could range from approximately \$3.6 million to \$15.2 million per year. That would result in an assumed increased cost for each customer ranging from \$138.12 to \$578.05 per year.

Uranium

Uranium (U) is one of several naturally-occurring radioactive metals that emit alpha (and beta) radiation. U has three primary naturally-occurring isotopes (U234, U235 and U238). All three isotopes of U are radioactive with U238 (approximately 99%) being the most common. Radioactive decay of U produces Radium (Ra), which in turn decays to radon gas. U occurs at trace levels in most rocks, soil, water, plants and animals. U is weakly radioactive and therefore, contributes to low levels of radioactivity in the environment. Elevated levels of U found in the environment are typically associated with U mining and the techniques used to remove it. Concentrations of U may also occur in the environment as a result of improper handling or disposal practices. U is enriched before it is used for power generation in nuclear reactors or for use in weapons. Before the radioactive properties of U were known, it was used as a yellow coloring for pottery and glassware.

The MCL for U is 20 picoCuries per liter (pCi/L) with a corresponding PHG of 0.43 pCi/L. Unlike Ra, the individual isotopes of U do not have their own specific PHG. OEHHA's August 2001 technical support report, "Public Health Goals for Chemicals in Drinking Water; Uranium" summarizes the health effects observed from studies involving human exposure to high levels of U. Non-carcinogenic effects include kidney and liver disease. Lung cancer is the main type of cancer associated with exposure to high levels of U. USEPA has classified U as a "Class A" carcinogen, even though there is no direct evidence that it is carcinogenic in humans. The health effects discussed above appear to be associated with the emission of ionizing radiation from radioactive daughter products. The health effects language in Appendix 64465-C of Title 22, California Code of Regulations states: "Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer." The numerical health (cancer) risk for drinking water with U at the MCL is 5 in 100,000. The numerical health (cancer) risk for drinking water with U at the PHG is 1 in 1,000,000.

The levels of U in City sources of supply are below the regulatory standard. Because the DLR for U is 1 pCi/L, the City is limited in its ability to report the presence of U only down to that level. As such, any U that may be present in sources at levels between the 0.43 pCi/L PHG and the 1 pCi/L DLR is unknown and not considered in this report. Water quality data for City sources from 2013-2015 shows that U has been detected in 18 City wells. Levels of U reported for the City wells range from 1.0 to 10.2 pCi/L. There has been no detection for U in the surface water supply.

The approved BATs for treating U include the following treatment techniques:

1. Ion Exchange
2. Reverse Osmosis
3. Lime Softening
4. Coagulation/Filtration

The most effective method to reduce U and the other radionuclides discussed previously is to install RO treatment at select groundwater wells where results exceed the PHG and are detectable at levels above the DLR. Cost estimates for RO range from \$3.92 to \$6.65 per 1,000 gallons of water treated. If RO treatment were considered for the 18 wells discussed above, the annualized capital and O&M costs could range from approximately \$5.3 million to \$9.0 million per year. That would result in an assumed increased cost for each customer ranging from \$201.26 to \$341.42 per year.

Gross Alpha Particle Activity

Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Gross alpha particle activity (GA) is a measurement of the overall alpha radiation emitted when certain elements such as uranium and radium undergo radioactive decay. Alpha radiation exists in the air, soil and water. Naturally-occurring alpha radiation in groundwater results mainly from the dissolution of minerals as the water seeps into the ground, and as water moves through aquifers. Detectable levels of GA above the DLR are used to determine when additional radionuclide speciation (monitoring) is required.

The MCL for GA is 15 pCi/L. Because GA is associated with a group of radioactive elements rather than an individual contaminant, OEHHA determined it is not practical to establish a PHG for it. GA is known to cause cancer; therefore, USEPA established the MCLG at zero pCi/L. The actual cancer risk from radionuclides emitting alpha radiation in drinking water depends on the particular radionuclide present and the average consumption over a lifetime. Alpha radiation loses energy rapidly and doesn't pass through the skin; therefore, it is not a health hazard outside of the body. Typical exposure routes for alpha radiation include: eating, drinking, and inhaling alpha-emitting particles. General, non-carcinogenic health effects associated with ingesting elevated levels of alpha radiation include kidney damage, damage to cells and DNA and damage to other vital organs. Specific cancers that may result from exposure to elevated levels of alpha radiation include: bone cancer and cancer of particular organs, each of which are associated with specific alpha-radiation emitters. The health effects language in Appendix 64465-C of Title 22, California Code of Regulations states: "Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer." The numerical health (cancer) risk for drinking

water with the most radiotoxic alpha particle emitter at the MCL is: 1 in 1,000. The numerical health (cancer) risk for drinking water with GA at the MCLG is zero.

GA levels in City sources of supply are below the regulatory standard. Because the DLR for GA is 3 pCi/L; the City is limited to reporting the presence of GA only down to that level. As such, any GA that may be present in sources at levels between the zero pCi/L MCLG and the 3 pCi/L DLR is unknown and not considered in this report. Water quality data for City sources from 2013-2015 shows that GA has been detected eight City wells above the DLR. Levels of GA in the City wells range from 3.68 to 11.80 pCi/L. There has been no detection for GA in the surface water supply.

The BAT identified to treat GA is RO. The most effective method to reduce GA is to install RO treatment at select groundwater wells where results exceed the MCLG, and are detectable at levels above the DLR. Cost estimates for RO range from \$3.92 to \$6.65 per 1,000 gallons of water treated. If RO treatment were considered for the eight wells discussed above, the annualized capital and O&M costs could range from approximately \$2.5 million to \$4.3 million per year. That would result in an assumed increased cost for each customer ranging from \$96.27 to \$163.32 per year.

Copper

Copper is an essential nutrient, but it is toxic if ingested at high levels. Children under 10 years of age appear to be particularly susceptible to copper toxicity. Copper may enter the water from natural sources or may enter tap water in the distribution system of the individual households.

Instead of adopting an MCL for Cu, USEPA and DDW have adopted an Action Level (AL) set at the 90th percentile value of all samples from household taps in the distribution system. That level is set at 1300 ppb for Cu. The corresponding PHG is 300 ppb. OEHHA's August 2008 technical support report, "Public Health Goals for Chemicals in Drinking Water; Copper" summarizes the health effects observed from studies involving human exposure to elevated levels of copper. Non-carcinogenic health effects include: gastrointestinal distress (GI), GI bleeding and liver and kidney failure. Cu is not considered a carcinogen. The health effects language for Cu in Appendix 64465-D of Title 22, California Code of Regulations states: "Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short period of time may experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years may suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor." As noted above, the numerical (non-cancer) health risks for drinking water with Cu at the AL and PHG have not yet been provided by OEHHA.

In 2013, 2014, and 2015, the City conducted Cu sampling as part of the triennial lead and copper monitoring. The results showed that in the system overall, the 90th percentile result was 400 ppb for Cu. This was well below the AL; however, the level for Cu exceeds the 300 ppb PHG.

The City's water system is in full compliance with both the Federal and State Lead and Copper Rules. Based on sampling in between 2013-2015, it was determined, according to

REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

Page 12 of 14

USEPA and state regulatory requirements, that the City meets the AL for Cu. Therefore, the City is deemed by DDW to have optimized corrosion control for its system.

In general, optimizing corrosion control is considered to be the BAT to deal with corrosion issues that may be present in a water system.

Since the City is meeting the “optimized corrosion control” requirements, it may not be prudent to initiate additional corrosion control treatment as it involves the addition of other chemicals, which could likely cause other water quality issues. Therefore, no estimate of cost has been included.

Total Coliform (Informational Purposes Only)

Total coliform bacteria are tested at sampling sites throughout the City’s water distribution system to comply with the Total Coliform Rule (TCR). In 2013-15, the City collected between 80 and 100 samples per month from our distribution system for coliform analysis. Of these samples, zero were positive for coliform bacteria and the City has achieved our MCLG.

For large systems the MCL for coliform under the TCR is 5% positive samples of all samples per month and the MCLG is zero. The reason for the coliform drinking water standard is to minimize the possibility of the water containing pathogens which are organisms that cause waterborne disease. Because coliform is only an indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While U.S. EPA normally sets MCLGs “at a level where no known or anticipated adverse effects on persons would occur” they indicate that they cannot do so with coliforms.

Coliform bacteria are organisms that are found just about everywhere in nature and are not generally considered harmful. They are used as an indicator because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an occasional positive sample. It is difficult, if not impossible; to assure that a system will never get a positive sample. A further test that is performed on all positive total coliform results is for Fecal Coliform or *Escherichia coli* (*E. Coli*). There were no positive Fecal Coliform or *E. Coli* results in 2013-15.

The City adds chlorine to all our sources to assure that the water served is microbiologically safe. The chlorine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor or increasing the disinfection byproduct level. This careful balance of treatment processes is essential to continue supplying our customers with safe drinking water.

Other equally important measures that the City has implemented include:

- An effective water quality monitoring program;
- A flushing program in which water pipelines known to have little use are flushed to remove water age and bring in fresh water with an adequate chlorine residual;
- An effective cross-connection control program that prevents the accidental entry of potentially contaminated water into the drinking water system; and

- Maintaining positive pressure in the distribution system.

Since the City has reached the PHG of zero positive total coliform samples, no cost estimate has been included for this constituent.

RECOMMENDATIONS FOR FURTHER ACTION

The drinking water quality of the City of Lodi Public Water System meets all State of California, Department of Health Services and USEPA drinking water standards set to protect public health. To further reduce the levels of the constituent's identified in this report that are already below the Maximum Contaminant Levels established by the State and Federal government, additional costly treatment processes would be required.

The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain. The theoretical health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, staff is not recommending further action at this time. However, the point of this process is to provide you with information on water quality in Lodi and cost estimates to make certain improvements.

More Information

This report was completed by City of Lodi Public Works Department staff. Any questions relating to this report should be directed to:

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Appendix A

List of Abbreviations

1,2,3-TCP	1,2,3-Trichloropropane
ACWA	Association of California Water Agencies
AL	Action Level
As	Arsenic
BAT	Best Available Technology
Cal-EPA	California Environmental Protection Agency
CDPH	California Department of Public Health
CEQA	California Environmental Quality Act
Cr	Chromium
DBCP	Dibromochloropropane
DDW	State Water Resources Control Board, Division of Drinking Water (formerly known as the California Department of Public Health, Drinking Water Program)
DLR	Detection Limit for the Purposes of Reporting
E. Coli	Escherichia coli
GAC	Granular Activated Charcoal
GA	Gross Alpha particle activity
GI	Gastrointestinal
IX	Ion Exchange
µg	Microgram
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
OEHHA	Office of Environmental Health Hazard Assessment
ppb	parts per billion, or equivalent to micrograms per liter
PCE	Tetrachloroethylene, also known as perchloroethylene
pCi/L	picoCuries per liter
PHG	Public Health Goal
Ra	Radium
RO	Reverse Osmosis
SWRCB	State Water Resources Control Board
SWTF	Surface Water Treatment Facility
TCE	Trichloroethylene
U	Uranium
UCMR3	Unregulated Contaminants Monitoring Rule 3
USEPA	United States Environmental Protection Agency

Attachment 1

MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants (Units are in milligrams per liter (mg/L), unless otherwise noted.) Last Update: July 22, 2016				
<p>This table includes:</p> <ul style="list-style-type: none"> California's maximum contaminant levels (MCLs) Detection limits for purposes of reporting (DLRs) Public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA) <p>Also, PHGs for NDMA and 1,2,3-Trichloropropane (which are not yet regulated) are included at the bottom of this table.</p>				
	MCL	DLR	PHG	Date of PHG
<i>Chemicals with MCLs in 22 CCR §64431—Inorganic Chemicals</i>				
Aluminum	1	0.05	0.6	2001
Antimony	0.006	0.006	0.02	1997
Antimony	--	--	0.0007	2009 draft
Arsenic	0.010	0.002	0.000004	2004
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003
Barium	1	0.1	2	2003
Beryllium	0.004	0.001	0.001	2003
Cadmium	0.005	0.001	0.00004	2006
Chromium, Total - OEHHA withdrew the 0.0025-mg/L PHG	0.05	0.01	withdrawn Nov. 2001	1999
Chromium, Hexavalent	0.010	0.001	0.00002	2011
Cyanide	0.15	0.1	0.15	1997
Fluoride	2	0.1	1	1997
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*
Nickel	0.1	0.01	0.012	2001
Nitrate (as NO ₃)	45	2	45	1997
Nitrite (as N)	1 as N	0.4	1 as N	1997
Nitrate + Nitrite	10 as N	--	10 as N	1997
Perchlorate	0.006	0.004	0.006	2004
Perchlorate	--	--	0.001	2012 draft
Selenium	0.05	0.005	0.03	2010
Thallium	0.002	0.001	0.0001	1999 (rev2004)
<i>Copper and Lead, 22 CCR §64672.3</i>				
<i>Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called "Action Levels" under the lead and copper rule</i>				
Copper	1.3	0.05	0.3	2008
Lead	0.015	0.005	0.0002	2009

Radionuclides with MCLs in 22 CCR §64441 and §64443—Radioactivity

[units are picocuries per liter (pCi/L), unless otherwise stated; n/a = not applicable]

Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	none	n/a
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	none	n/a
Radium-226	--	1	0.05	2006
Radium-228	--	1	0.019	2006
Radium-226 + Radium-228	5	--	--	--
Strontium-90	8	2	0.35	2006
Tritium	20,000	1,000	400	2006
Uranium	20	1	0.43	2001

Chemicals with MCLs in 22 CCR §64444—Organic Chemicals

(a) Volatile Organic Chemicals (VOCs)

Benzene	0.001	0.0005	0.00015	2001
Carbon tetrachloride	0.0005	0.0005	0.0001	2000
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999
cis-1,2-Dichloroethylene	0.006	0.0005	0.1	2006
trans-1,2-Dichloroethylene	0.01	0.0005	0.06	2006
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000
1,2-Dichloropropane	0.005	0.0005	0.0005	1999
1,3-Dichloropropene	0.0005	0.0005	0.0002	1999 (rev2006)
Ethylbenzene	0.3	0.0005	0.3	1997
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999
Monochlorobenzene	0.07	0.0005	0.07	2014
Styrene	0.1	0.0005	0.0005	2010
1,1,2,2-Tetrachloroethane	0.001	0.0005	0.0001	2003
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001
Toluene	0.15	0.0005	0.15	1999
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999
1,1,1-Trichloroethane (1,1,1-TCA)	0.2	0.0005	1	2006
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009
Trichlorofluoromethane (Freon 11)	0.15	0.005	1.3	2014
1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	0.01	4	1997 (rev2011)
Vinyl chloride	0.0005	0.0005	0.00005	2000
Xylenes	1.75	0.0005	1.8	1997

(b) Non-Volatile Synthetic Organic Chemicals (SOCs)				
Alachlor	0.002	0.001	0.004	1997
Atrazine	0.001	0.0005	0.00015	1999
Bentazon	0.018	0.002	0.2	1999 (rev2009)
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010
Carbofuran	0.018	0.005	0.0017	2000
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)
Dalapon	0.2	0.01	0.79	1997 (rev2009)
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.0000017	1999
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997
Dinoseb	0.007	0.002	0.014	1997 (rev2010)
Diquat	0.02	0.004	0.015	2000
Endrin	0.002	0.0001	0.0018	1999 (rev2008)
Endothal	0.1	0.045	0.094	2014
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003
Glyphosate	0.7	0.025	0.9	2007
Heptachlor	0.00001	0.00001	0.000008	1999
Heptachlor epoxide	0.00001	0.00001	0.000006	1999
Hexachlorobenzene	0.001	0.0005	0.00003	2003
Hexachlorocyclopentadiene	0.05	0.001	0.002	2014
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)
Methoxychlor	0.03	0.01	0.00009	2010
Molinate	0.02	0.002	0.001	2008
Oxamyl	0.05	0.02	0.026	2009
Pentachlorophenol	0.001	0.0002	0.0003	2009
Picloram	0.5	0.001	0.5	1997
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007
Simazine	0.004	0.001	0.004	2001
2,4,5-TP (Silvex)	0.05	0.001	0.003	2014
2,3,7,8-TCDD (dioxin)	3×10^{-8}	5×10^{-9}	5×10^{-11}	2010
Thiobencarb	0.07	0.001	0.07	2000
Toxaphene	0.003	0.001	0.00003	2003

Chemicals with MCLs in 22 CCR §64533—Disinfection Byproducts				
Total Trihalomethanes	0.080	--	0.0008	2010 draft
Bromodichloromethane	--	0.0010	--	--
Bromoform	--	0.0010	--	--
Chloroform	--	0.0010	--	--
Dibromochloromethane	--	0.0010	--	--
Haloacetic Acids (five) (HAA5)	0.060	--	--	--
Monochloroacetic Acid	--	0.0020	--	--
Dichloroacetic Acid	--	0.0010	--	--
Trichloroacetic Acid	--	0.0010	--	--
Monobromoacetic Acid	--	0.0010	--	--
Dibromoacetic Acid	--	0.0010	--	--
Bromate	0.010	0.0050**	0.0001	2009
Chlorite	1.0	0.020	0.05	2009
Chemicals with PHGs established in response to CDPH requests. These are not currently regulated drinking water contaminants.				
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006
1,2,3-Trichloropropane	--	--	0.0000007	2009
*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG.				
**The DLR for Bromate is 0.0010 mg/L for analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0.				

Attachment 2

Table 1

Reference: 2012 ACWA PHG Survey

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated Unit Cost 2012 ACWA Survey Indexed to 2015* (\$/1,000 gallons treated)
1	Ion Exchange	Coachella Valley WD, for GW, to reduce Arsenic concentrations. 2011 costs.	1.99
2	Ion Exchange	City of Riverside Public Utilities, for GW, for Perchlorate treatment.	0.96
3	Ion Exchange	Carollo Engineers, anonymous utility, 2012 costs for treating GW source for Nitrates. Design source water concentration: 88 mg/L NO ₃ . Design finished water concentration: 45 mg/L NO ₃ . Does not include concentrate disposal or land cost.	0.72
4	Granular Activated Carbon	City of Riverside Public Utilities, GW sources, for TCE, DBCP (VOC, SOC) treatment.	0.48
5	Granular Activated Carbon	Carollo Engineers, anonymous utility, 2012 costs for treating SW source for TTHMs. Design source water concentration: 0.135 mg/L. Design finished water concentration: 0.07 mg/L. Does not include concentrate disposal or land cost.	0.34
6	Granular Activated Carbon, Liquid Phase	LADWP, Liquid Phase GAC treatment at Tujunga Well field. Costs for treating 2 wells. Treatment for 1,1 DCE (VOC). 2011-2012 costs.	1.47
7	Reverse Osmosis	Carollo Engineers, anonymous utility, 2012 costs for treating GW source for Nitrates. Design source water concentration: 88 mg/L NO ₃ . Design finished water concentration: 45 mg/L NO ₃ . Does not include concentrate disposal or land cost.	0.78
8	Packed Tower Aeration	City of Monrovia, treatment to reduce TCE, PCE concentrations. 2011-12 costs.	0.42
9	Ozonation+ Chemical addition	SCVWD, STWTP treatment plant includes chemical addition + ozone generation costs to reduce THM/HAA's concentrations. 2009-2012 costs.	0.09

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated Unit Cost 2012 ACWA Survey Indexed to 2015* (\$/1,000 gallons treated)
10	Ozonation+ Chemical addition	SCVWD, PWTP treatment plant includes chemical addition + ozone generation costs to reduce THM/HAA's concentrations, 2009-2012 costs.	0.19
11	Coagulation/Filtration	Soquel WD, treatment to reduce manganese concentrations in GW. 2011 costs.	0.73
12	Coagulation/Filtration Optimization	San Diego WA, costs to reduce THM/Bromate, Turbidity concentrations, raw SW a blend of State Water Project water and Colorado River water, treated at Twin Oaks Valley WTP.	0.83
13	Blending (Well)	Rancho California WD, GW blending well, 1150 gpm, to reduce fluoride concentrations.	0.69
14	Blending (Wells)	Rancho California WD, GW blending wells, to reduce arsenic concentrations, 2012 costs.	0.56
15	Blending	Rancho California WD, using MWD water to blend with GW to reduce arsenic concentrations. 2012 costs.	0.67
16	Corrosion Inhibition	Atascadero Mutual WC, corrosion inhibitor addition to control aggressive water. 2011 costs.	0.09

*Costs were adjusted from date of original estimates to present, where appropriate, using the Engineering News Record (ENR) annual average building costs of 2015 and 2012. The adjustment factor was derived from the ratio of 2015 Index/2012 Index.

Reference: Other Agencies

COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated Unit Cost 2012 Other References Indexed to 2015* (\$/1,000 gallons treated)
1	Reduction - Coagulation- Filtration	Reference: February 28, 2013, Final Report Chromium Removal Research, City of Glendale, CA. 100-2000 gpm. Reduce Hexavalent Chromium to 1 ppb.	1.58 - 9.95
2	IX - Weak Base Anion Resin	Reference: February 28, 2013, Final Report Chromium Removal Research, City of Glendale, CA. 100-2000 gpm. Reduce Hexavalent Chromium to 1 ppb.	1.62 - 6.78
3	IX	Golden State Water Co., IX w/disposable resin, 1 MGD, Perchlorate removal, built in 2010.	0.50
4	IX	Golden State Water Co., IX w/disposable resin, 1000 gpm, perchlorate removal (Proposed; O&M estimated).	1.08
5	IX	Golden State Water Co., IX with brine regeneration, 500 gpm for Selenium removal, built in 2007.	7.08
6	GFO/Adsorption	Golden State Water Co., Granular Ferric Oxide Resin, Arsenic removal, 600 gpm, 2 facilities, built in 2006.	1.85 -1.98
7	RO	Reference: Inland Empire Utilities Agency : Chino Basin Desalter. RO cost to reduce 800 ppm TDS, 150 ppm Nitrate (as NO3); approx. 7 mgd.	2.43
8	IX	Reference: Inland Empire Utilities Agency : Chino Basin Desalter. IX cost to reduce 150 ppm Nitrate (as NO3); approx. 2.6 mgd.	1.35

9	Packed Tower Aeration	Reference: Inland Empire Utilities Agency : Chino Basin Desalter. PTA-VOC air stripping, typical treated flow of approx. 1.6 mgd.	0.41
10	IX	Reference: West Valley WD Report, for Water Recycling Funding Program, for 2.88 mgd treatment facility. IX to remove Perchlorate, Perchlorate levels 6-10 ppb. 2008 costs.	0.56 - 0.80
11	Coagulation Filtration	Reference: West Valley WD, includes capital, O&M costs for 2.88 mgd treatment facility- Layne Christensen packaged coagulation Arsenic removal system. 2009-2012 costs.	0.37
12	FBR	Reference: West Valley WD/Envirogen design data for the O&M + actual capitol costs, 2.88 mgd fluidized bed reactor (FBR) treatment system, Perchlorate and Nitrate removal, followed by multimedia filtration & chlorination, 2012. NOTE: The capitol cost for the treatment facility for the first 2,000 gpm is \$23 million annualized over 20 years with ability to expand to 4,000 gpm with minimal costs in the future. \$17 million funded through state and federal grants with the remainder funded by WVWD and the City of Rialto.	1.67 - 1.76

*Costs were adjusted from date of original estimates to present, where appropriate, using the Engineering News Record (ENR) annual average building costs of 2015 and 2012. The adjustment factor was derived from the ratio of 2015 Index/2012 Index.

Table 3
Reference: Updated 2012 ACWA Cost of Treatment Table

COST ESTIMATES FOR TREATMENT TECHNOLOGIES
(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2015* (\$/1,000 gallons treated)
1	Granular Activated Carbon	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	0.57-1.08
2	Granular Activated Carbon	Reference: Carollo Engineers, estimate for VOC treatment (PCE), 95% removal of PCE, Oct. 1994, 1900 gpm design capacity	0.26
3	Granular Activated Carbon	Reference: Carollo Engineers, est. for a large No. Calif. surf. water treatment plant (90 mgd capacity) treating water from the State Water Project, to reduce THM precursors, ENR construction cost index = 6262 (San Francisco area) - 1992	1.25
4	Granular Activated Carbon	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility for VOC and SOC removal by GAC, 1990	0.49-0.71
5	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for "rented" GAC to remove VOCs (1,1-DCE), 1.5 mgd capacity facility, 1998	2.24
6	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for permanent GAC to remove VOCs (TCE), 2.16 mgd plant capacity, 1998	1.46
7	Reverse Osmosis	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	1.68-3.22
8	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	3.98
9	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.45
10	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	2.65
11	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.05
12	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 40% of design capacity, Oct. 1991	6.65

COST ESTIMATES FOR TREATMENT TECHNOLOGIES
(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2015* (\$/1,000 gallons treated)
13	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 100% of design capacity, Oct. 1991	3.92
14	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 40% of design capacity, Oct. 1991	2.94
15	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 100% of design capacity, Oct. 1991	1.82
16	Reverse Osmosis	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility with RO to remove nitrate, 1990	1.83-3.22
17	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 1.4 mgd facility operating at 40% of design capacity, Oct. 1991	1.06
18	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 14.0 mgd facility operating at 40% of design capacity, Oct. 1991	0.56
19	Packed Tower Aeration	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by packed tower aeration, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.28
20	Packed Tower Aeration	Reference: Carollo Engineers, for PCE treatment by Ecolo-Flo Enviro-Tower air stripping, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.29
21	Packed Tower Aeration	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - packed tower aeration for VOC and radon removal, 1990	0.45-0.74
22	Advanced Oxidation Processes	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by UV Light, Ozone, Hydrogen Peroxide, O&M costs based on operation during 329 days/year at 10% downtime, 24 hr/day AOP operation, 1900 gpm capacity, Oct. 1994	0.55
23	Ozonation	Reference: Malcolm Pirnie estimate for CUWA, large surface water treatment plants using ozone to treat water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, <i>Cryptosporidium</i> inactivation requirements, 1998	0.13-0.26
24	Ion Exchange	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - ion exchange to remove nitrate, 1990	0.61-0.80

*Costs were adjusted from date of original estimates to present, where appropriate, using the Engineering News Record (ENR) annual average building costs of 2015 and 2012. The adjustment factor was derived from the ratio of 2015 Index/2012 Index.

Attachment 3

Health Risk Information for Public Health Goal Exceedance Reports

Prepared by

**Office of Environmental Health Hazard Assessment
California Environmental Protection Agency**

February 2016

Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), water utilities are required to prepare a report every three years for contaminants that exceed public health goals (PHGs) (Health and Safety Code Section 116470 (b)(2)). The numerical health risk for a contaminant is to be presented with the category of health risk, along with a plainly worded description of these terms. The cancer health risk is to be calculated at the PHG and at the California maximum contaminant level (MCL). This report is prepared by the Office of Environmental Health Hazard Assessment (OEHHA) to assist the water utilities in meeting their requirements.

PHGs are concentrations of contaminants in drinking water that pose no significant health risk if consumed for a lifetime. PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods.

Numerical health risks. Table 1 presents health risk categories and cancer risk values for chemical contaminants in drinking water that have PHGs.

The Act requires that OEHHA publish PHGs based on health risk assessments using the most current scientific methods. As defined in statute, PHGs for non-carcinogenic chemicals in drinking water are set at a concentration “at which no known or anticipated adverse health effects will occur, with an adequate margin of safety.” For carcinogens, PHGs are set at a concentration that “does not pose any significant risk to health.” PHGs provide one basis for revising MCLs, along with cost and technological feasibility. OEHHA has been publishing PHGs since 1997 and the entire list published to date is shown in Table 1.

Table 2 presents health risk information for contaminants that do not have PHGs but have state or federal regulatory standards. The Act requires that, for chemical contaminants with California MCLs that do not yet have PHGs, water utilities use the federal maximum contaminant level goal (MCLG) for the purpose of complying with the requirement of public notification. MCLGs, like PHGs, are strictly health based and include a margin of safety. One difference, however, is that the MCLGs for carcinogens are set at zero because the US Environmental Protection Agency (US EPA) assumes there is no absolutely safe level of exposure to such chemicals. PHGs, on the other hand, are set at a level considered to pose no *significant* risk of cancer; this is usually a no more than one-in-one-million excess cancer risk (1×10^{-6}) level for a lifetime of exposure. In Table 2, the cancer risks shown are based on the US EPA's evaluations.

For more information on health risks: The adverse health effects for each chemical with a PHG are summarized in a PHG technical support document. These documents are available on the OEHHA Web site (<http://www.oehha.ca.gov>). Also, technical fact sheets on most of the chemicals having federal MCLs can be found at <http://www.epa.gov/your-drinking-water/table-regulated-drinking-water-contaminants>.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Alachlor	carcinogenicity (causes cancer)	0.004	NA ⁵	0.002	NA
Aluminum	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
Antimony	digestive system toxicity (causes vomiting)	0.02	NA	0.006	NA
Arsenic	carcinogenicity (causes cancer)	0.000004 (4×10 ⁻⁶)	1×10 ⁻⁶ (one per million)	0.01	2.5×10 ⁻³ (2.5 per thousand)
Asbestos	carcinogenicity (causes cancer)	7 MFL ⁶ (fibers >10 microns in length)	1×10 ⁻⁶	7 MFL (fibers >10 microns in length)	1×10 ⁻⁶ (one per million)
Atrazine	carcinogenicity (causes cancer)	0.00015	1×10 ⁻⁶	0.001	7×10 ⁻⁶ (seven per million)

¹ Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: http://oehha.ca.gov/multimedia/green/pdf/GC_Regtext011912.pdf).

² mg/L = milligrams per liter of water or parts per million (ppm)

³ Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10⁻⁶ means one excess cancer case per million people exposed.

⁴ MCL = maximum contaminant level.

⁵ NA = not applicable. Risk cannot be calculated. The PHG is set at a level that is believed to be without any significant public health risk to individuals exposed to the chemical over a lifetime.

⁶ MFL = million fibers per liter of water.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Barium	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA
Bentazon	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects ⁷)	0.2	NA	0.018	NA
Benzene	carcinogenicity (causes leukemia)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)
Benzo[a]pyrene	carcinogenicity (causes cancer)	0.000007 (7×10^{-6})	1×10^{-6}	0.0002	3×10^{-5} (three per hundred thousand)
Beryllium	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
Bromate	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.01	1×10^{-4} (one per ten thousand)
Cadmium	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
Carbofuran	reproductive toxicity (harms the testis)	0.0017	NA	0.018	NA

⁷ Body weight effects are an indicator of general toxicity in animal studies.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Carbon tetrachloride	carcinogenicity (causes cancer)	0.0001	1×10 ⁻⁶	0.0005	5×10 ⁻⁶ (five per million)
Chlordane	carcinogenicity (causes cancer)	0.00003	1×10 ⁻⁶	0.0001	3×10 ⁻⁶ (three per million)
Chlorite	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
Chromium, hexavalent	carcinogenicity (causes cancer)	0.00002	1×10 ⁻⁶	0.01	5×10 ⁻⁴ (five per ten thousand)
Copper	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL ⁸)	NA
Cyanide	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
Dalapon	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA

⁸ AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
1,2-Dibromo-3-chloropropane (DBCP)	carcinogenicity (causes cancer)	0.0000017 (1.7x10 ⁻⁶)	1x10 ⁻⁶	0.0002	1x10 ⁻⁴ (one per ten thousand)
1,2-Dichlorobenzene (o-DCB)	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
1,4-Dichlorobenzene (p-DCB)	carcinogenicity (causes cancer)	0.006	1x10 ⁻⁶	0.005	8x10 ⁻⁷ (eight per ten million)
1,1-Dichloroethane (1,1-DCA)	carcinogenicity (causes cancer)	0.003	1x10 ⁻⁶	0.005	2x10 ⁻⁶ (two per million)
1,2-Dichloroethane (1,2-DCA)	carcinogenicity (causes cancer)	0.0004	1x10 ⁻⁶	0.0005	1x10 ⁻⁶ (one per million)
1,1-Dichloroethylene (1,1-DCE)	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
1,2-Dichloroethylene, cis	nephrotoxicity (harms the kidney)	0.1	NA	0.006	NA
1,2-Dichloroethylene, trans	hepatotoxicity (harms the liver)	0.06	NA	0.01	NA
Dichloromethane (methylene chloride)	carcinogenicity (causes cancer)	0.004	1x10 ⁻⁶	0.005	1x10 ⁻⁶ (one per million)
2,4-Dichlorophenoxyacetic acid (2,4-D)	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
1,2-Dichloro-propane (propylene dichloride)	carcinogenicity (causes cancer)	0.0005	1×10 ⁻⁶	0.005	1×10 ⁻⁵ (one per hundred thousand)
1,3-Dichloro-propene (Telone II®)	carcinogenicity (causes cancer)	0.0002	1×10 ⁻⁶	0.0005	2×10 ⁻⁶ (two per million)
Di(2-ethylhexyl) adipate (DEHA)	developmental toxicity (disrupts development)	0.2	NA	0.4	NA
Diethylhexyl-phthalate (DEHP)	carcinogenicity (causes cancer)	0.012	1×10 ⁻⁶	0.004	3×10 ⁻⁷ (three per ten million)
Dinoseb	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
Dioxin (2,3,7,8-TCDD)	carcinogenicity (causes cancer)	5×10 ⁻¹¹	1×10 ⁻⁶	3×10 ⁻⁸	6×10 ⁻⁴ (six per ten thousand)
Diquat	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.015	NA	0.02	NA
Endothall	digestive system toxicity (harms the stomach or intestine)	0.094	NA	0.1	NA
Endrin	hepatotoxicity (harms the liver) neurotoxicity (causes convulsions)	0.0018	NA	0.002	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Ethylbenzene (phenylethane)	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA
Ethylene dibromide	carcinogenicity (causes cancer)	0.00001	1×10^{-6}	0.00005	5×10^{-6} (five per million)
Fluoride	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
Glyphosate	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
Heptachlor	carcinogenicity (causes cancer)	0.000008 (8×10^{-6})	1×10^{-6}	0.00001	1×10^{-6} (one per million)
Heptachlor epoxide	carcinogenicity (causes cancer)	0.000006 (6×10^{-6})	1×10^{-6}	0.00001	2×10^{-6} (two per million)
Hexachlorobenzene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.001	3×10^{-5} (three per hundred thousand)
Hexachloro-cyclopentadiene (HCCPD)	digestive system toxicity (causes stomach lesions)	0.002	NA	0.05	NA
Lead	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (causes high blood pressure) carcinogenicity (causes cancer)	0.0002	$<1 \times 10^{-6}$ (PHG is not based on this effect)	0.015 (AL ⁸)	2×10^{-6} (two per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Lindane (γ-BHC)	carcinogenicity (causes cancer)	0.000032	1×10 ⁻⁶	0.0002	6×10 ⁻⁶ (six per million)
Mercury (inorganic)	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA
Methoxychlor	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
Methyl tertiary-butyl ether (MTBE)	carcinogenicity (causes cancer)	0.013	1×10 ⁻⁶	0.013	1×10 ⁻⁶ (one per million)
Molinate	carcinogenicity (causes cancer)	0.001	1×10 ⁻⁶	0.02	2×10 ⁻⁵ (two per hundred thousand)
Monochlorobenzene (chlorobenzene)	nephrotoxicity (harms the kidney)	0.07	NA	0.07	NA
Nickel	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA
Nitrate	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	10 as nitrogen (=45 as nitrate)	NA
Nitrite	hematotoxicity (causes methemoglobinemia)	1 as nitrogen	NA	1 as nitrogen	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Nitrate and Nitrite	hematotoxicity (causes methemoglobinemia)	10 as nitrogen	NA	10 as nitrogen	NA
N-nitroso-dimethyl-amine (NDMA)	carcinogenicity (causes cancer)	0.000003 (3×10 ⁻⁶)	1×10 ⁻⁶	none	NA
Oxamyl	general toxicity (causes body weight effects)	0.026	NA	0.05	NA
Pentachloro-phenol (PCP)	carcinogenicity (causes cancer)	0.0003	1×10 ⁻⁶	0.001	3×10 ⁻⁶ (three per million)
Perchlorate	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelopmental deficits)	0.001	NA	0.006	NA
Picloram	hepatotoxicity (harms the liver)	0.5	NA	0.5	NA
Polychlorinated biphenyls (PCBs)	carcinogenicity (causes cancer)	0.00009	1×10 ⁻⁶	0.0005	6×10 ⁻⁶ (six per million)
Radium-226	carcinogenicity (causes cancer)	0.05 pCi/L	1×10 ⁻⁶	5 pCi/L (combined Ra ²²⁶⁺²²⁸)	1×10 ⁻⁴ (one per ten thousand)
Radium-228	carcinogenicity (causes cancer)	0.019 pCi/L	1×10 ⁻⁶	5 pCi/L (combined Ra ²²⁶⁺²²⁸)	3×10 ⁻⁴ (three per ten thousand)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Selenium	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA
Silvex (2,4,5-TP)	hepatotoxicity (harms the liver)	0.003	NA	0.05	NA
Simazine	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
Strontium-90	carcinogenicity (causes cancer)	0.35 pCi/L	1×10^{-6}	8 pCi/L	2×10^{-5} (two per hundred thousand)
Styrene (vinylbenzene)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.1	2×10^{-4} (two per ten thousand)
1,1,2,2-Tetrachloroethane	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.001	1×10^{-5} (one per hundred thousand)
Tetrachloroethylene (perchloroethylene, or PCE)	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.005	8×10^{-5} (eight per hundred thousand)
Thallium	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA
Thiobencarb	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.07	NA	0.07	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Toluene (methylbenzene)	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
Toxaphene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.003	1×10^{-4} (one per ten thousand)
1,2,4-Trichlorobenzene	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA
1,1,1-Trichloroethane	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA
1,1,2-Trichloroethane	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.005	2×10^{-5} (two per hundred thousand)
Trichloroethylene (TCE)	carcinogenicity (causes cancer)	0.0017	1×10^{-6}	0.005	3×10^{-6} (three per million)
Trichlorofluoromethane (Freon 11)	accelerated mortality (increase in early death)	1.3	NA	0.15	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
1,2,3-Trichloro-propane (1,2,3-TCP)	carcinogenicity (causes cancer)	0.0000007 (7×10^{-7})	1×10^{-6}	none	NA
1,1,2-Trichloro-1,2,2-trifluoro-ethane (Freon 113)	hepatotoxicity (harms the liver)	4	NA	1.2	NA
Tritium	carcinogenicity (causes cancer)	400 pCi/L	1×10^{-6}	20,000 pCi/L	5×10^{-5} (five per hundred thousand)
Uranium	carcinogenicity (causes cancer)	0.43 pCi/L	1×10^{-6}	20 pCi/L	5×10^{-5} (five per hundred thousand)
Vinyl chloride	carcinogenicity (causes cancer)	0.00005	1×10^{-6}	0.0005	1×10^{-5} (one per hundred thousand)
Xylene	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	U.S. EPA MCLG ² (mg/L)	Cancer Risk ³ @ MCLG	California MCL ⁴ (mg/L)	Cancer Risk @ California MCL
Disinfection byproducts (DBPS)					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4 ^{5,6}	NA ⁷	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4 ^{5,6}	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8 ^{5,6}	NA	none	NA
Disinfection byproducts: haloacetic acids (HAA5)					
Chloroacetic acid	general toxicity (causes body and organ weight changes ⁸)	0.07	NA	none	NA

¹ Health risk category based on the U.S. EPA MCLG document or California MCL document unless otherwise specified.

² MCLG = maximum contaminant level goal established by U.S. EPA.

³ Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.

⁴ California MCL = maximum contaminant level established by California.

⁵ Maximum Residual Disinfectant Level Goal, or MRDLG.

⁶ The federal Maximum Residual Disinfectant Level (MRDL), or highest level of disinfectant allowed in drinking water, is the same value for this chemical.

⁷ NA = not available.

⁸ Body weight effects are an indicator of general toxicity in animal studies.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	U.S. EPA MCLG ² (mg/L)	Cancer Risk ³ @ MCLG	California MCL ⁴ (mg/L)	Cancer Risk @ California MCL
Dichloroacetic acid	carcinogenicity (causes cancer)	0	0	none	NA
Trichloroacetic acid	hepatotoxicity (harms the liver)	0.02	0	none	NA
Bromoacetic acid	NA	none	NA	none	NA
Dibromoacetic acid	NA	none	NA	none	NA
Total haloacetic acids	carcinogenicity (causes cancer)	none	NA	0.06	NA
Disinfection byproducts: trihalomethanes (THMs)					
Bromodichloromethane (BDCM)	carcinogenicity (causes cancer)	0	0	none	NA
Bromoform	carcinogenicity (causes cancer)	0	0	none	NA
Chloroform	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.07	NA	none	NA
Dibromochloromethane (DBCM)	hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	0.06	NA	none	NA
Total trihalomethanes (sum of BDCM, bromoform, chloroform and DBCM)	carcinogenicity (causes cancer), hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	none	NA	0.08	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	U.S. EPA MCLG ² (mg/L)	Cancer Risk ³ @ MCLG	California MCL ⁴ (mg/L)	Cancer Risk @ California MCL
Radionuclides					
Gross alpha particles ⁹	carcinogenicity (causes cancer)	0 (²¹⁰ Po included)	0	15 pCi/L ¹⁰ (includes ²²⁶ Ra but not radon and uranium)	up to 1x10 ⁻³ (for ²¹⁰ Po, the most potent alpha emitter)
Beta particles and photon emitters ⁹	carcinogenicity (causes cancer)	0 (²¹⁰ Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to 2x10 ⁻³ (for ²¹⁰ Pb, the most potent beta-emitter)

⁹ MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHA memoranda discussing the cancer risks at these MCLs at <http://oehha.studio-weeren.com/media/downloads/water/chemicals/phg/grossalphahealth.pdf>.

¹⁰ pCi/L = picocuries per liter of water.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Reset Public Hearing to December 21, 2016, to Consider Unmet Transit Needs in Lodi

MEETING DATE: November 15, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Reset Public hearing to December 21, 2016, to consider unmet transit needs in Lodi.

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

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

The Draft Unmet Transit Needs Study is tentatively scheduled for completion by January 2017 with adoption of the Final Unmet Transit Needs Study in April 2017. Dial-A-Ride transit services were advertised in the local newspaper and available for those wishing to attend the public hearing.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
CES/PJF/jr

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

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2016/17 Annual Action Plan to Accommodate the Reallocation of Unused Community Development Block Grant (CDBG) Funds From Previous Years

MEETING DATE: November 15, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public hearing to consider adoption of a resolution approving an amendment of the 2016/17 Annual Action Plan to accommodate the reallocation of unused CDBG funds from previous years.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The reallocation of unused CDBG funds from projects and services from previous program years requires an amendment of the Annual Action Plan. The Public Works Department has a new ADA Improvement project that requires funding, and we have \$81,104.25 of available funding from an existing project that we can allocate to that project.

The public review and comment period for this Action Plan amendment began October 15, 2016 and will end November 15, 2016.

SOURCES: A total of \$81,104.25 is being considered for reallocation.

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
14.12	Hutchins Street Square – North Entrance ADA	\$81,104.25

The cost for the HSS-North Entrance ADA Improvement Project, including design and engineering costs, was originally estimated at \$330,000. We looked to fund the project over several program years, allocating \$146,000 in 2014/15, and \$143,000 in 2015/16. However, more recent project estimates have brought that amount down to \$98,000, which can be funded with the remaining 2015/16 allocation to that project.

USES: The reallocated funds will be distributed as follows:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
16.12	Lawrence Avenue Accessible Parking	\$81,104.25

APPROVED: _____
Stephen Schwabauer, City Manager

Located at the northeast corner of Lawrence Avenue and Stockton Street, this project consists of removing approximately 80 linear feet of concrete curb, gutter and sidewalk and constructing four concrete accessible parking stalls. The stalls will consist of approximately 1,500 square feet of concrete with 1,000 square feet of new concrete sidewalk around the perimeter. The stalls will be located diagonally and will be adjacent to Lawrence Avenue in an existing grass field. The stalls will provide additional accessible parking for the area, which includes the Grape Bowl, Armory Park, the Softball Complex, and Zupo Field. The stalls will replace three existing on-street stalls along Lawrence Avenue. A detail of the project is attached as Exhibit A.

The Engineer's estimate for this project is \$75,000. The environmental review and other project delivery costs will be covered under this allocation as well.

The City Council will consider approval and adoption of the amendment of the 2016/17 Annual Action Plan and provide an opportunity for public comment at this public hearing.

FISCAL IMPACT: The Annual Action Plan amendment document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE: 35099000.77020 (16.12) Lawrence Ave. ADA Parking (\$81,104.25)

Jordan Ayers, Deputy City Manager

Stephen Schwabauer
Community Development Director

SS/jw

Attachment

Existing Grass Field:



Proposed Layout:

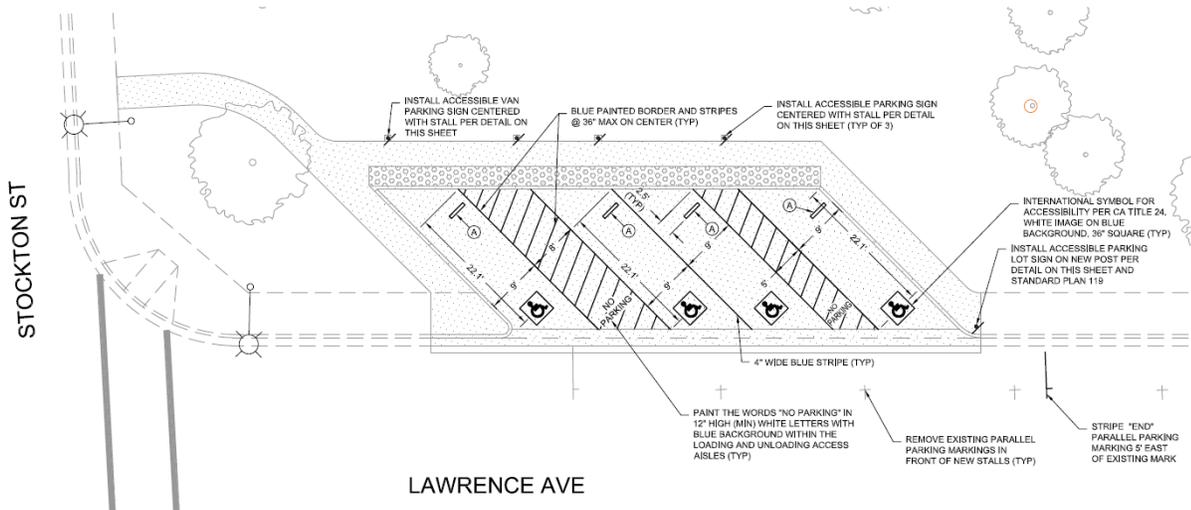


EXHIBIT A

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO THE 2016-17 ANNUAL ACTION
PLAN TO ACCOMMODATE THE REALLOCATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community; and

WHEREAS, the 2016-17 Annual Action Plan was adopted on May 4, 2016, and approved by the U.S. Department of Housing and Urban Development (HUD) in July 2016; and

WHEREAS, the City of Lodi has identified the following project that has a total of \$81,104.25 in CDBG funding available for reallocation:

Project 14.12 HSS North Entrance ADA Improvements \$81,104.25

WHEREAS, the City has identified one new public improvement project in which to commit the reallocated funds:

Project 16.12 Lawrence Avenue Accessible Parking \$81,104.25

WHEREAS, the reallocation of funds requires an amendment of the 2016-17 Annual Action Plan; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory public comment period, a public hearing at the City Council meeting of November 15, 2016, to receive comments on the proposed Action Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amendment to the 2016-17 Annual Action Plan to accommodate the aforementioned reallocation.

Dated: November 15, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held November 15, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-_____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE
CDBG APPLICATIONS

PUBLISH (DATES): October 15, 2016

ACCT#: 20104930

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community
Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: October 12, 2016 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, November 16, 2016 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95240 in order to consider an amendment to the 2016-17 Annual Action Plan (AAP). The AAP generally describes how the City will utilize program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents. Planning documents have been available to the public for at least 30 days before adoption by the City Council.

The document has been released and the public review and comment period for the amendment of the 2016-17 AAP begins October 15, 2016 and will end November 16, 2016. The City Council will consider approval of the amendment of the 2016-17 AAP and provide an opportunity for public comment at their November 16, 2016 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 333-6702. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person:

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager

Joseph Wood

Dated: October 15, 2016



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER AND APPROVE AN AMENDMENT OF THE 2016/17 ANNUAL ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM PREVIOUS YEARS

On Thursday, October 20, 2016, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider and approve an amendment of the 2016/17 Annual Action Plan to accommodate the reallocation of Community Development Block Grant Funds from previous years (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 20, 2016, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, November 16, 2016 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95240 in order to consider an amendment to the 2016-17 Annual Action Plan (AAP). The AAP generally describes how the City will utilize program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents. Planning documents have been available to the public for at least 30 days before adoption by the City Council.

The document has been released and the public review and comment period for the amendment of the 2016-17 AAP begins October 15, 2016 and will end November 16, 2016. The City Council will consider approval of the amendment of the 2016-17 AAP and provide an opportunity for public comment at their November 16, 2016 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person:

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager

Joseph Wood

Dated: October 15, 2016

AVISO LEGAL

AVISO DE AUDIENCIA PÚBLICA PARA LA DISCUSIÓN DEL PROGRAMA DE DESARROLLO COMUNITARIO BLOCK GRANT

LA CIUDAD DE LODI

DEPARTAMENTO DE DESARROLLO COMUNITARIO

Aviso de Audiencia Pública Para La Discusión del Programa de Subsidios Globales para el Desarrollo
Comunitario

CON LA PRESENTE SE NOTIFICA que una audiencia pública se llevará a cabo el Miércoles, 16 de noviembre 2017 a las 7:00 pm o tan pronto como el asunto podrá ser oído, en el Consejo de Cámaras de la ciudad de Lodi, 305 West Pine Street, Lodi, CA 95241 a fin de considerar enmienda número uno al Plan de Acción Anual 2016-17 (AAP) y recibir aportaciones en relación con las necesidades de la comunidad y las prioridades de financiación.

El programa CDBG proporciona fondos para actividades que benefician a las personas de bajos ingresos, eliminan los barrios marginales o tizón, o sirven a una necesidad urgente. Las actividades elegibles incluyen la adquisición de propiedades, mejoras públicas, rehabilitación de viviendas, el desarrollo económico, y los servicios públicos.

Como beneficiario de fondos del Desarrollo Comunitario (CDBG), la Ciudad ha desarrollado un plan de acción que describe las actividades propuestas para ser financiadas en 2016-17. El plan de acción en general describe cómo el se va a utilizar los fondos del programa en actividades elegibles durante el año fiscal. El plan de acción puede modificarse según sea necesario para reasignar fondos a las actividades de vivienda y desarrollo comunitario.

Se pondrán a disposición los documentos de planificación al público durante al menos 30 días antes de su aprobación por el Ayuntamiento. Se anticipa que los documentos serán disponibles el 15 de octubre de 2017 para su revisión y comentarios. Una audiencia pública se conducirá el miércoles, 16 de noviembre del 2017 para su revisión y aprobación del Plan de Acción Anual.

El propósito de esta audiencia pública será el de dar a los ciudadanos la oportunidad de hacer saber sus comentarios respecto a las necesidades de la comunidad y las posibles actividades que se financiarán en el marco del programa CDBG. Si usted no puede asistir a la audiencia pública, puede dirigir sus comentarios a la Secretaría de la Ciudad, Ciudad de Lodi, PO Box 3006, Lodi, CA 95241 escrito, o usted puede llamar por teléfono al (209) 333-6711. Además, la información está disponible para su revisión en Lodi City Hall (221 West Pine Street) entre las horas de 8:00 am y 5:00 pm de lunes a viernes.

Aviso de no discriminación por motivos de discapacidad y adaptación razonable

La Ciudad promueve la equidad de vivienda y hace que todos sus programas disponibles para familias de bajos y moderados ingresos sin importar la edad, raza, color, religión, sexo, origen nacional, orientación sexual, estado civil o discapacidad.

La ciudad de Lodi no discrimina en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades que reciben asistencia federal sobre la base de la discapacidad. Los ajustes razonables serán puestos a disposición de las personas con discapacidad que lo soliciten. Traductores / Servicios de traducción están disponibles bajo petición. Todas las preguntas, inquietudes o solicitudes relacionadas con estos avisos se deben dirigir a la siguiente persona:

Joseph Wood, (209) 333 a 6800 x2467.
Servicios a los Vecindarios Gerente
Joseph Wood

Fecha: 15 de octubre 2017



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving Salary Adjustment for the Literacy/Volunteer Manager to Comply with New Salary Requirements for Exempt Employees Under the Fair Labor Standards Act

MEETING DATE: November 15, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving salary adjustments for the Literacy/Volunteer Manager to comply with new salary requirements for exempt employees under the Fair Labor Standards Act.

BACKGROUND INFORMATION: In 2014, President Obama directed the Department of Labor to update and modernize the regulations governing the exemption of Executive, Administrative, and Professional (EAP) or “White Collar” employees from the minimum wage and overtime pay protections of the Fair Labor Standards Act (FLSA or ACT). On May 23, 2016, the Wage and Hour Division, Department of Labor published its Final Ruling to update the regulations. To be considered exempt under part 541 of the FLSA, employees must meet certain minimum requirements related to their primary job duties and, in most instances, must be paid on a salary basis at not less than the minimum amounts specified in the regulations.

The new regulations increase the salary threshold needed to qualify for overtime exemption from \$455 per week (\$23,600 per year) to \$913 per week (\$47,476 per year). It also establishes a mechanism for automatically updating the salary and compensation levels every three years to maintain the levels and to ensure that they continue to provide useful and effective tests for exemption.

The effective date of the Final Ruling is December 1, 2016, with future automatic updates to the salary threshold every three years, beginning January 1, 2020.

Upon review of the City’s salary schedules for exempt positions, the Literacy/Volunteer Manager is the only classification impacted by the changes to the salary basis. As such, staff requests Council approve increases to the salary range for the Literacy/Volunteer Manager, to be compliant with the new FLSA regulations. The proposed salary range would be \$47,521 to \$57,762, effective December 1, 2016. The salary will be re-evaluated prior to the next increase effective January 1, 2020.

FISCAL IMPACT: Annual increase of approximately \$2,000

FUNDING AVAILABLE: Funding available through the Library budget.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING SALARY ADJUSTMENT FOR THE LITERACY/VOLUNTEER MANAGER TO COMPLY WITH NEW SALARY REQUIREMENTS FOR EXEMPT EMPLOYEES UNDER THE FAIR LABOR STANDARDS ACT

WHEREAS, on May 23, 2016, the Wage and Hour Division, Department of Labor published its Final Ruling to update salary requirements for exempt employees; and

WHEREAS, the City of Lodi, in accordance with the Fair Labor Standards Act has adjusted the salary for the Literacy/Volunteer Manager to comply with new salary requirements for exempt employees.

NOW, THEREFORE, BE IT RESOLVED that the new salary range for Literacy/Volunteer Manager is hereby approved and shall be as follows:

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Literacy/Volunteer Manager	\$47,521.38	\$49,897.45	\$52,392.33	\$55,011.94	\$57,762.54

Dated: November 15, 2016

I hereby certify that Resolution No. 2016-__ was passed and adopted by the Lodi City Council in a special meeting held November 15, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Classification and Salary Range of the New Lead Electrician and Deleting One Electrician Within the Public Works Department

MEETING DATE: November 15, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the classification and salary range of the new Lead Electrician and deleting one Electrician within the Public Works Department.

BACKGROUND INFORMATION: The Public Works Department currently has three Electricians. The electricians rotate to three different locations on a quarterly-basis and meet weekly with the Utility Superintendent about the day-to-day activities. A Lead Electrician would allow for a more cohesive team by maintaining consistency in work product, assigning work tasks to the other two Electricians, streamlining activities and allowing for one point of contact.

The Lead Electrician position is a working electrician that performs journey-level, skilled work in electrical construction, maintenance and troubleshooting of municipal facilities with the additional duties of assigning and supervising day-to-day activities of the Electricians in the Public Works Department. The Lead Electrician will also be responsible for training and performance evaluations. The Public Works Director wishes to change his budgeted positions to add one Lead Electrician position and eliminate one Electrician position.

Council approved the allocation of the new classification of Lead Electrician in the 2015-2016 budget. Staff now recommends Council approve the new job description, salary range and reclassification of one Electrician to the newly created classification of Lead Electrician in the Public Works Department.

The proposed salary range for the Lead Electrician is \$81,357.41 to \$98,890.44 which is 10 percent above the current salary range of Electrician. The IBEW is in agreement with the new classification and salary range.

FISCAL IMPACT: Additional annual cost of about \$15,000.

FUNDING AVAILABLE: Increased expenses will be absorbed within existing appropriations.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI

August 2016

LEAD ELECTRICIAN

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION

Under general direction, assigns and supervises the day to day activities of the Electrician's in the Public Works Department, performs journey-level, skilled work in electrical construction, maintenance and trouble shooting of municipal facilities, including electric generating and distribution equipment water and waste water utility apparatus, traffic signals, streetlights as well as building equipment and does related work as required.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from higher level personnel. Provides lead direction to lower level personnel.

EXAMPLES OF DUTIES

Assigns, coordinates, reviews and participates in the installation, testing and repair of transformers, meters and motors, motor controls, automatic switchgear, auxiliary generating equipment, air conditioning units, alarm systems, telemetering equipment, control boards, outlets, lighting fixtures, switches, ballasts, conduit runs, etc.;

Performs the more highly skilled work in all aspects of substation maintenance work on high-voltage transformers, circuit breakers and switches, protective relays, automatic recording instruments, voltage regulators, utility supervisory equipment, etc.;

Provides direction and training to Electricians as assigned; provides guidance and instruction on techniques, methods, and procedures for accomplishing assigned tasks and solving problems;

Maintains water, waste-water facility equipment and storm pumping facilities;

Answers emergency calls during and outside of normal working hours, evaluates City emergency problems, performs trouble-shooting of electrical equipment;

Locates high and low voltage cable faults; tests high-voltage cable prior to energizing; performs switching;

Assists in the maintenance of City-owned and leased communications equipment; locates and makes recommendations to correct radio interference;

Supervises, trains and evaluates subordinates.

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

MINIMUM QUALIFICATIONS:

Knowledge of:

Principals, practices, techniques, tools, and materials used in the installation, maintenance and repair of electrical or electronic systems and equipment; general fundamentals of electrical theory, including solid state circuitry, electrical codes. pertinent local, State and Federal laws, ordinances and rules;

General tools, methods and materials used in electrical work; maintenance and operation of pumping and telemetering equipment; instrumentation equipment and precision tools;

Blueprint and symbol identification; basic principles of mathematics;

Safe work practices and procedures; precautions necessary working with high voltage;

Principles and practices of supervision, training, and performance evaluations.

Ability to:

Demonstrate a high degree of aptitude for electrical and mechanical work; perform maintenance, trouble-shooting and repair of a wide variety of electrical equipment; use precision instruments and testing equipment to obtain specified performance; read and interpret electrical and mechanical drawings and specifications; prepare and write reports;

Operate test instruments such as voltmeter, ampmeter, ohmmeter, transistor checker, loop meter and other electronic-related equipment;

Estimate labor, material needs and related costs associated with repair, installation or modification work; the systems, procedures, practices and operations of the department and have a proactive approach to continually improve all assigned areas of responsibility; makes recommendations to improve efficiency and cost effectiveness;

Practice safe work methods and ensure the use of safety equipment and precautions related to the work being performed;

Understand and carry out written and oral instructions;

Work independently with limited direct supervision;

Establish preventative maintenance programs and keep appropriate records;

Establish and maintain cooperative working relationship with other employees and the public;

Plan, assign, review and coordinate multiple projects and the work of others;

Supervise, train and evaluate subordinates.

EDUCATION AND EXPERIENCE

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasing responsible experience as a journey-level Electrician. Experience as a journey-level Electrician, typically obtained through a recognized apprenticeship and 48 months of experience, or 8,000 hours in the field. . Experience with solid state circuitry and computer based control systems required.

Education:

Equivalent to completion of high school.

LICENSE:

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

WORKING CONDITIONS:

Environment: Work under adverse conditions, such as in confined and awkward spaces, work in potentially hazardous areas; work outdoors in all weather conditions; wear and use appropriate safety clothing and equipment.

Physical: Essential duties require the mental and/or physical ability to read fine print and fine details with no color deficiencies; drive a motor vehicle; converse on the telephone and in person and be clearly understood; hear and detect noises in electronic equipment; operate equipment necessary for this position; manipulate small parts and components; bend, stretch, reach, stoop, and climb ladders for prolonged periods of time and/or numerous times each day.

FLSA status: Non-Exempt

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CLASSIFICATION AND SALARY
RANGE FOR LEAD ELECTRICIAN AND DELETING ONE
ELECTRICIAN WITHIN THE PUBLIC WORKS DEPARTMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification for the position of Lead Electrician attached hereto as Exhibit A; and

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

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Lead Electrician	\$81,357.41	\$85,425.28	\$89,696.54	\$94,181.37	\$98,890.44

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve adding one Lead Electrician and deleting one Electrician position within the Public Works Department.

Dated: November 15, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a special meeting held November 15, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

CITY OF LODI

August 2016

LEAD ELECTRICIAN

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION

Under general direction, assigns and supervises the day to day activities of the Electrician's in the Public Works Department, performs journey-level, skilled work in electrical construction, maintenance and trouble shooting of municipal facilities, including electric generating and distribution equipment water and waste water utility apparatus, traffic signals, streetlights as well as building equipment and does related work as required.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from higher level personnel. Provides lead direction to lower level personnel.

EXAMPLES OF DUTIES

Assigns, coordinates, reviews and participates in the installation, testing and repair of transformers, meters and motors, motor controls, automatic switchgear, auxiliary generating equipment, air conditioning units, alarm systems, telemetering equipment, control boards, outlets, lighting fixtures, switches, ballasts, conduit runs, etc.;

Performs the more highly skilled work in all aspects of substation maintenance work on high-voltage transformers, circuit breakers and switches, protective relays, automatic recording instruments, voltage regulators, utility supervisory equipment, etc.;

Provides direction and training to Electricians as assigned; provides guidance and instruction on techniques, methods, and procedures for accomplishing assigned tasks and solving problems;

Maintains water, waste-water facility equipment and storm pumping facilities;

Answers emergency calls during and outside of normal working hours, evaluates City emergency problems, performs trouble-shooting of electrical equipment;

Locates high and low voltage cable faults; tests high-voltage cable prior to energizing; performs switching;

Assists in the maintenance of City-owned and leased communications equipment; locates and makes recommendations to correct radio interference;

Supervises, trains and evaluates subordinates.

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

MINIMUM QUALIFICATIONS:

Knowledge of:

Principals, practices, techniques, tools, and materials used in the installation, maintenance and repair of electrical or electronic systems and equipment; general fundamentals of electrical theory, including solid state circuitry, electrical codes. pertinent local, State and Federal laws, ordinances and rules;

General tools, methods and materials used in electrical work; maintenance and operation of pumping and telemetering equipment; instrumentation equipment and precision tools;

Blueprint and symbol identification; basic principles of mathematics;

Safe work practices and procedures; precautions necessary working with high voltage;

Principles and practices of supervision, training, and performance evaluations.

Ability to:

Demonstrate a high degree of aptitude for electrical and mechanical work; perform maintenance, trouble-shooting and repair of a wide variety of electrical equipment; use precision instruments and testing equipment to obtain specified performance; read and interpret electrical and mechanical drawings and specifications; prepare and write reports;

Operate test instruments such as voltmeter, ampmeter, ohmmeter, transistor checker, loop meter and other electronic-related equipment;

Estimate labor, material needs and related costs associated with repair, installation or modification work; the systems, procedures, practices and operations of the department and have a proactive approach to continually improve all assigned areas of responsibility; makes recommendations to improve efficiency and cost effectiveness;

Practice safe work methods and ensure the use of safety equipment and precautions related to the work being performed;

Understand and carry out written and oral instructions;

Work independently with limited direct supervision;

Establish preventative maintenance programs and keep appropriate records;

Establish and maintain cooperative working relationship with other employees and the public;

Plan, assign, review and coordinate multiple projects and the work of others;

Supervise, train and evaluate subordinates.

EDUCATION AND EXPERIENCE

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasing responsible experience as a journey-level Electrician. Experience as a journey-level Electrician, typically obtained through a recognized apprenticeship and 48 months of experience, or 8,000 hours in the field. . Experience with solid state circuitry and computer based control systems required.

Education:

Equivalent to completion of high school.

LICENSE:

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

WORKING CONDITIONS:

Environment: Work under adverse conditions, such as in confined and awkward spaces, work in potentially hazardous areas; work outdoors in all weather conditions; wear and use appropriate safety clothing and equipment.

Physical: Essential duties require the mental and/or physical ability to read fine print and fine details with no color deficiencies; drive a motor vehicle; converse on the telephone and in person and be clearly understood; hear and detect noises in electronic equipment; operate equipment necessary for this position; manipulate small parts and components; bend, stretch, reach, stoop, and climb ladders for prolonged periods of time and/or numerous times each day.

FLSA status: Non-Exempt



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Approving the Classification and Salary Range of the New Deputy Director of Parks, Recreation and Cultural Services and Deleting one Park Superintendent

MEETING DATE: November 15, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the classification and salary range of the new Deputy Director of Parks, Recreation and Cultural Services and deleting one Park Superintendent.

BACKGROUND INFORMATION: The Parks, Recreation and Cultural Services Department comprises three divisions: Parks, Recreation and Hutchins Street Square. Historically, each has been led by a superintendent or manager who reports to the PRCS Director.

In September 2013, the Hutchins Street Square Manager retired and her duties were divided among existing staff, including the Director. The Recreation Superintendent retired at the end of June, and his duties were divided among existing staff, including the Director. At the end of September, the Parks Superintendent retired and his duties were divided among existing staff, including the Director.

The recent retirements, and the Director's expected retirement before the decade's end, present PRCS with succession challenges. Rather than focus on immediately replacing the Parks Superintendent, the Director seeks to create a Deputy Director position who will assume the supervisory role of the Parks Superintendent, and provide some oversight of the Recreation Division, which must leave the Superintendent position vacant at least until July 1, 2018 due to the terms of the previous Superintendent's retirement.

The Deputy position is the beginning of a succession plan to address two positions: the Director's and Park Superintendent's. Creating a Deputy Director position will allow that person to prepare for a possible future role as Director. Also, PRCS has no current employees qualified for the Parks Superintendent position, but some employees have expressed interest in obtaining the training and education needed to be a viable candidate. The timeline for the Director's eventual retirement provides the opportunity for that training for motivated employees. This succession plan then goes into effect, with the Deputy position being eliminated and a new Parks Superintendent being hired. There is no guarantee, however, that the Deputy will assume the Director position.

After discussions with and concurrence from the Mid-Managers bargaining group, the proposed salary range for the Deputy Director is \$85,708 to \$104,179, which is 15 percent above the current salary range of Parks Superintendent and 25 percent below the Director. The job will be part of the Mid-Managers group. PRCS is requesting to unfund the Parks Superintendent position and fund the Deputy Director of PRCS position. The approximate annual increase for Fiscal Year 2016/17 is \$22,877 including benefits, which is offset by salary and benefit savings from the vacant Recreation Superintendent position.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The fiscal impact in FY 2016/17 would be approximately \$22,877 including benefits.

FUNDING AVAILABLE: Funding available through the Parks, Recreation, and Cultural Services budget.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

CITY OF LODI

September 2016

**DEPUTY DIRECTOR OF PARKS,
RECREATION AND CULTURAL SERVICES**

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION:

Under administrative direction plans, organizes and directs the day-to-day activities of the Parks, Recreation and Cultural Services Department as assigned; monitors and coordinates personnel-related activities in the department; performs administrative work in planning, management, and evaluation of recreation and parks facilities, projects and programs; provides highly responsible and complex administrative assistance to the Director; performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Parks, Recreation and Cultural Services Director. Exercises direct supervision over assigned staff. This position may be assigned overall administrative responsibility in the absence of the Parks, Recreation and Cultural Services Director.

EXAMPLES OR DUTIES:

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

Assist in developing and implementing goals, objectives, policies, procedures, and work standards for the Parks, Recreation and Cultural Services Department; assist in the recruitment, selection, development, and evaluation of staff;

Represent the city by making presentations to and working closely with citizen boards and commissions and public and private organizations; respond to user concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve facility safety, security and accessibility;

Provide assistance to supervisory and professional staff in resolving daily problems and meeting goals and objectives; manage day-to-day operations;

Prepare, administer, and direct the division's budget, including capital improvement and in-house construction projects; prepare, coordinate and administer state and federal grants;

Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; prepare and deliver oral presentations to the City Council and Parks and Recreation Commission and other administrators concerning Department activities;

Investigate and prepare reports on claims against the city;

Confer with representatives of other City departments and private contractors in arranging for goods and services;

Maintain records and compile reports of work performed;

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

MINIMUM QUALIFICATIONS:

Knowledge of:

Principles and practices of employee supervision, including selection, training, evaluation and discipline; principles, practices and techniques of team leadership, supervision, group facilitation, team building, consensus building and empowerment of subordinates;

Principles and methods of administration, including goal setting, policy and procedure development, work and program evaluation and work standards; principles of budgetary administration and control; principles of grant application and proposal preparation and administration of grant funds.

Applicable city, state and federal law guidelines and standards affecting the administration of parks and recreation programs and projects;

Ability to:

Plan, organize, assign, direct, review, and evaluate the work of assigned staff;

Exercise sound and independent judgement within general policy guidelines;

Prepare and deliver clear, concise and complete oral and written reports and correspondence;

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:

Any combination equivalent to experience and education that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in public administration, facility or recreation management, landscape architecture or a closely related field.

Experience:

Five (5) years of progressively responsible experience in recreation and parks management, three (3) of which include administrative and supervisory responsibilities in parks and/or recreation which has included program planning, development and administration or parks master planning.

LICENSES AND CERTIFICATES:

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

Certification by the National Recreation and Parks Association (NRPA) as a Certified Parks and Recreation Professional (CPRP) is desirable.

WORKING CONDITIONS:

Environmental Conditions:

Exposure to safety hazards including noise, fumes or odors, dusts or gases, chemicals, toxic materials, oil, and a variety of electrical and mechanical machinery.

Physical Conditions:

Functions may require maintaining physical condition necessary to see well enough to read, write and make observations, operate vehicles; hear well enough to converse on the telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb; operate assigned office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; ability to tolerate extreme fluctuations in temperature, noise, dust, and all types of weather and temperature conditions; while performing essential functions. Required to occasionally work nights and weekends and special events.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CLASSIFICATION AND SALARY
RANGE FOR DEPUTY DIRECTOR OF PARKS,
RECREATION AND CULTURAL SERVICES AND
DELETING ONE PARK SUPERINTENDENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification for the position of Deputy Director of Parks, Recreation and Cultural Services attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for Deputy Director of Parks, Recreation and Cultural Services is hereby approved and shall be as follows:

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Deputy Director of Parks, Recreation and Cultural Services	\$85,708.39	\$89,993.81	\$94,493.50	\$99,218.17	\$104,179.08

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve adding one Deputy Director of Parks, Recreation and Cultural Services and deleting one Park Superintendent.

Dated: November 15, 2016

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I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a special meeting held November 15, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

CITY OF LODI

September 2016

**DEPUTY DIRECTOR OF PARKS,
RECREATION AND CULTURAL SERVICES**

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SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the Parks, Recreation and Cultural Services Director. Exercises direct supervision over assigned staff. This position may be assigned overall administrative responsibility in the absence of the Parks, Recreation and Cultural Services Director.

EXAMPLES OR DUTIES:

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

Assist in developing and implementing goals, objectives, policies, procedures, and work standards for the Parks, Recreation and Cultural Services Department; assist in the recruitment, selection, development, and evaluation of staff;

Represent the city by making presentations to and working closely with citizen boards and commissions and public and private organizations; respond to user concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve facility safety, security and accessibility;

Provide assistance to supervisory and professional staff in resolving daily problems and meeting goals and objectives; manage day-to-day operations;

Prepare, administer, and direct the division's budget, including capital improvement and in-house construction projects; prepare, coordinate and administer state and federal grants;

Communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; prepare and deliver oral presentations to the City Council and Parks and Recreation Commission and other administrators concerning Department activities;

Investigate and prepare reports on claims against the city;

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Maintain records and compile reports of work performed;

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

MINIMUM QUALIFICATIONS:

Knowledge of:

Principles and practices of employee supervision, including selection, training, evaluation and discipline; principles, practices and techniques of team leadership, supervision, group facilitation, team building, consensus building and empowerment of subordinates;

Principles and methods of administration, including goal setting, policy and procedure development, work and program evaluation and work standards; principles of budgetary administration and control; principles of grant application and proposal preparation and administration of grant funds.

Applicable city, state and federal law guidelines and standards affecting the administration of parks and recreation programs and projects;

Ability to:

Plan, organize, assign, direct, review, and evaluate the work of assigned staff;

Exercise sound and independent judgement within general policy guidelines;

Prepare and deliver clear, concise and complete oral and written reports and correspondence;

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:

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Education:

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Exposure to safety hazards including noise, fumes or odors, dusts or gases, chemicals, toxic materials, oil, and a variety of electrical and mechanical machinery.

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Functions may require maintaining physical condition necessary to see well enough to read, write and make observations, operate vehicles; hear well enough to converse on the telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch or climb; operate assigned office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to verbally communicate to exchange information; ability to tolerate extreme fluctuations in temperature, noise, dust, and all types of weather and temperature conditions; while performing essential functions. Required to occasionally work nights and weekends and special events.