



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: December 17, 2014
Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Robison
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$4,357,614.25 (FIN)
- C-2 Approve Minutes (CLK)
 - a) November 25 and December 2 and 9, 2014 (Shirtsleeve Sessions)
 - b) November 25 and December 9, 2014 (Special Meetings)
 - c) December 3, 2014 (Regular Meeting)
- C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 5 Project (PW)
- C-6 Approve Specifications and Authorize Advertisement for Bids for 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements (PW)

Res. C-7 Adopt Resolution Authorizing Purchase of 2014 Isuzu Commercial Van for Graffiti Abatement from Diesel Performance, Inc., of Stockton (\$68,276) (PW)

Res. C-8 Adopt Resolution Awarding Bids for Purchase of Transformers from Central Moloney, of Pine Bluff, Arkansas (\$8,310.60); HEES Enterprises, of Astoria, Oregon (\$129,209.04); Howard Industries, of Laurel, Mississippi (\$138,267); and Pacific Utilities, of Concord (\$16,765.92) (EU)

- Res. C-9 Adopt Resolution Awarding Contract for Northern Plume Monitoring Well Installation Project to Applied Water Resources, of Alameda (\$169,900), and Appropriating Funds (\$12,000) (PW)
- Res. C-10 Adopt Resolution Awarding Contract for Lodi Lake Storm Drain Outfall Improvement Project to Diede Construction, Inc., of Woodbridge (\$63,120), and Appropriating Funds (\$60,000) (PW)
- Res. C-11 Adopt Resolution Awarding Contract for City Hall Boiler Replacement Project to Wagner Mechanical, Inc., of Linden (\$49,373) (PW)
- Res. C-12 Adopt Resolution Accepting Improvements at Pixley Park (C-Basin) and Authorizing City Manager to Execute Land Exchange Documents (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with KPFF Consulting Engineers, of Roseville, for Engineering Design Services for the Municipal Utility Services Transit Bus Wash Project (\$56,134) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Addendum to the Memorandum of Understanding with San Joaquin County for Provision of Storm Water Service (Woodbridge) (PW)
- Res. C-15 Adopt Resolution Authorizing City Manager to Execute PG&E Rule 20C Agreement for Harney Lane Grade Separation Project and Appropriating Funds (\$129,640) (PW)
- Res. C-16 Adopt Resolution Authorizing City Manager to Execute Amendment to the Western Riverside Council of Governments Joint Powers Agreement and Consenting to the City of Lodi's Inclusion in the California HERO Property Assessed Clean Energy Program (EU)
- Res. C-17 Adopt Resolution Authorizing the City of Lodi to Join the CaliforniaFIRST Property Assessed Clean Energy Program (EU)
- Res. C-18 Adopt Resolution Authorizing City Manager to Execute Reimbursement Agreement with NorCal Cajun Foods, Inc., for an Electric Utility Service Project (\$23,004.72) (EU)
- Res. C-19 Adopt Resolution Authorizing City Manager to Execute Reimbursement Agreement with Emanuel Lutheran Church for Electric Utility Service Project (\$33,330.45) (EU)
- C-20 Approve Lease with San Joaquin County District Attorney's Office for Office Space Within the Lodi Police Department (225 West Elm Street, Lodi) (CM)
- Res. C-21 Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2013/14 (PW)
- C-22 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Confirming the 2015 Annual Report and Levy of Assessments within the Lodi Tourism Business Improvement District (CM)
- Res. G-2 Public Hearing 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)

H. Communications – None

I. Regular Calendar – None

J. Ordinances – None

K. Reorganization of the Following Agency Meetings:

- Res. K-1 Lodi Public Improvement Corporation
- Res. K-2 Industrial Development Authority
- Res. K-3 Lodi Financing Corporation
- Res. K-4 Lodi Public Financing Authority

L. Adjournment

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

Jennifer M. Robison
City Clerk

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

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**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission
MEETING DATE: December 17, 2014
PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through November 27, 2014 in the Total Amount of \$4,357,614.25.

MEETING DATE: December 17, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$4,357,614.25.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$4,357,614.25 through 11/27/14. Also attached is Payroll in the amount of \$2,748,410.78.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Accounts Payable
Council Report

Page - 1
Date - 12/04/14
Amount

As of Thursday	Fund	Name	Amount
11/06/14	00100	General Fund	2,604.77
Sum			2,604.77
Total Sum			2,604.77

Council Report

City of Lodi, CA - v10.5 Live

11/1/2014 through 11/27/2014

Fund			Amount
100 - General Fund			3,149,509.49
120 - Library Fund			37,218.74
140 - Expendable Trust			15,590.50
200 - Parks, Rec & Cultural Services			44,103.45
270 - Comm Dev Special Rev Fund			537.31
300 - Street Fund			3,400.00
301 - Gas Tax-2105,2106,2107			31,024.29
302 - Gas Tax -2103			207,724.84
303 - Measure K Funds			33,863.75
305 - TDA - Streets			300,000.00
307 - Federal - Streets			16,526.19
350 - H U D			5,759.67
431 - Capital Outlay/General Fund			107,853.19
432 - Parks & Rec Capital			1,057.44
500 - Electric Utility Fund			96,679.68
501 - Utility Outlay Reserve Fund			5,977.50
504 - Public Benefits Fund			8,601.81
530 - Waste Water Utility Fund			36,620.99
531 - Waste Wtr Util-Capital Outlay			115,046.91
560 - Water Utility Fund			19,398.35
561 - Water Utility-Capital Outlay			72,840.39
565 - PCE/TCE Rate Abatement Fund			10,197.15
600 - Dial-a-Ride/Transportation			8,336.37
650 - Internal Service/Equip Maint			26,200.71
655 - Employee Benefits			940.76
Total			4,355,009.48

Council Report for Payroll

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Date - 11/18/14

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	11/09/14	00100	General Fund	932,849.92
		00160	Electric Utility Fund	168,345.11
		00170	Waste Water Utility Fund	120,079.22
		00180	Water Utility Fund	10,124.35
		00210	Library Fund	25,428.85
		00260	Internal Service/Equip Maint	15,708.83
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	31,645.91
		00340	Comm Dev Special Rev Fund	25,479.17
		00347	Parks, Rec & Cultural Services	103,309.37
		01250	Dial-a-Ride/Transportation	7,919.47
Pay Period Total:				
Sum				1,443,846.09

Council Report for Payroll

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Date - 12/04/14

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	11/23/14	00100	General Fund	713,607.97
		00160	Electric Utility Fund	174,186.21
		00170	Waste Water Utility Fund	114,487.53
		00180	Water Utility Fund	10,852.71
		00210	Library Fund	25,650.75
		00260	Internal Service/Equip Maint	16,224.10
		00321	Gas Tax-2105,2106,2107	31,375.02
		00340	Comm Dev Special Rev Fund	24,668.81
		00347	Parks, Rec & Cultural Services	105,177.20
		01250	Dial-a-Ride/Transportation	10,679.17
Pay Period Total:				
			Sum	1,226,909.47
Retiree	12/31/14	00100	General Fund	77,655.22
Pay Period Total:				
			Sum	77,655.22



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) November 25, 2014 (Shirtsleeve Session)
b) November 25, 2014 (Special Meeting)
c) December 2, 2014 (Shirtsleeve Session)
d) December 3, 2014 (Regular Meeting)
e) December 9, 2014 (Shirtsleeve Session)
f) December 9, 2014 (Special Meeting)

MEETING DATE: December 17, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 25, 2014 (Shirtsleeve Session)
b) November 25, 2014 (Special Meeting)
c) December 2, 2014 (Shirtsleeve Session)
d) December 3, 2014 (Regular Meeting)
e) December 9, 2014 (Shirtsleeve Session)
f) December 9, 2014 (Special Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 25, 2014**

The November 25, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 25, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of November 25, 2014, was called to order by Mayor Katzakian at 7:00 a.m.

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

Absent: None

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

B. Closed Session

B-1 Threatened Litigation: Conference with Legal Counsel Regarding Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)

At 7:00 a.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:20 a.m.

C. Return to Open Session / Disclosure of Action

At 7:21 a.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

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

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:21 a.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 2, 2014**

The December 2, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, DECEMBER 3, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 3, 2014, was called to order by Mayor Katzakian at 6:45 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Unrepresented Confidential Employees, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, and Lodi Professional Firefighters; and Conference with Mayor Phil Katzakian and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Council Appointees Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:45 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of December 3, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

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

Absent: None

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

B. Presentations

- B-1 Presentation to Retiring Members of Boards, Committees, Commissions and Task Forces (CLK)

Mayor Katzakian presented certificates of recognition to the following retiring members of boards, committees, commissions, and task forces:

Greater Lodi Area Youth Commission

Student Appointees:

Chrissy Dodd
Miranda O'Mahony
Emily Yamane

Adult Advisors:

John Chapman
Jaime Watts

Lodi Animal Advisory Commission

Linda Castelanelli
Hy Cohen
Phillip Laughlin
John Primasing

Lodi Improvement Committee

Timothy Litton
Robert Takeuchi

Planning Commission

Nick Jones

Senior Citizens Commission

Sandy Beglau

B-2 Presentation of Mayor's Community Service Award (CLK)

Mayor Katzakian presented the Mayor's Community Service Award to Corene Phillips and Kevin and Lori Phillips, representing the Michael-David Family Foundation; Dennis Sattler, President of the Lodi Public Library Foundation; and Sharon Seegmiller, President of the Friends of the Lodi Public Library.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Approve Minutes (CLK)

The minutes of November 18, 2014 (Shirtsleeve Session) and November 19, 2014 (Regular Meeting) were approved as written.

C-2 Accept Improvements Under Contract for 2014 Crack Sealing, Various City Streets (PW)

Accepted improvements under contract for 2014 Crack Sealing, Various City Streets.

C-3 Adopt Resolution Authorizing City Manager to Execute Meter Maintenance Program Agreement with Northern California Power Agency (EU)

Adopted Resolution No. 2014-216 authorizing the City Manager to execute a Meter Maintenance Program Agreement with Northern California Power Agency.

- C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Siemens Industry, Inc., c/o George E. Honn Company, Inc., of Vacaville, for Power Circuit Breaker Repairs (\$45,015) (EU)

Adopted Resolution No. 2014-217 authorizing the City Manager to execute a Professional Services Agreement with Siemens Industry, Inc., c/o George E. Honn Company, Inc., of Vacaville, for power circuit breaker repairs, in the amount of \$45,015.

- C-5 Approve Responses to the 2013-2014 Grand Jury Report Regarding Case No. 1613 (CM)

Approved responses to the 2013-2014 Grand Jury Report regarding Case No. 1613.

- C-6 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

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

- D. Comments by the Public on Non-Agenda Items
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John Slaughterback expressed concern with the high dollar amount in bad debt write-offs, suggesting that the City emulate other communities that do not have this issue, such as Galt. He believed this loss is passed onto residents and that the Council should find a viable solution to address the matter.

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

Council Member Nakanishi agreed that bad debt write-off is an issue but pointed out that the City took action years ago that has since decreased the level of the write-off. He further stated that the cost to sue delinquent customers would supersede the bad debt. At the request of Council Member Nakanishi, Deputy City Manager Jordan Ayers reported that Council took action in 2012 to conform the utility ordinance to billing practices by shortening the timeframe before utilities are shut off so that bills did not become too significant. In addition, the City enforced the deposit policy, which helped to offset a portion of those bills.

Council Member Mounce agreed with Mr. Slaughterback that Council should review the matter once again, stating that the previous policy revisions cut the City's losses in half and that a new review may result in additional reductions. Council Member Mounce further commented on a citizen complaint she received regarding individuals who sort through recycling cans, to which City Manager Schwabauer responded that the Lodi Municipal Code prohibits individuals from doing so. Ms. Mounce suggested that residents call the Lodi Police Department if they see this happening. Further, Ms. Mounce reported that the League of California Cities Board unanimously voted to appoint her as the 2nd Vice President of the League, adding that she would serve as president in 2016.

Council Member Johnson responded to Mr. Slaughterback, stating that Galt does not have its own electric utility and, therefore, likely has a small amount of bad debt for utilities unrelated to electricity. He announced that Dr. Ken Mullen is retiring after 40 years of service to Lodi and commended him for his many contributions to this community.

Council Member Nakanishi recognized Council Members Katzakian and Hansen for their years of service to this community, congratulated Council Members-Elect Mark Chandler and Doug Kuehne, and wished everyone a Merry Christmas and Happy New Year.

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

City Manager Schwabauer provided a recap of the City Council's accomplishments through its leadership, staff, and boards and commissions. Highlights included:

- . Economic development efforts (increase in new subdivisions, Super Wal-Mart)
- . Repayment of \$900,000 deficit in the Parks, Recreation, and Cultural Services Department
- . State of California Renewable Energy Mandate level reached before the deadline
- . Water Treatment Plant fully operational
- . Library renovation and improvements
- . Began construction of Fire Station No. 2
- . Replaced aging fire truck
- . Reopening of San Joaquin Superior Court in Lodi
- . Recruitment of new City Manager, City Attorney, and City Clerk
- . New financial system software

G. Public Hearings - None

H. Communications

H-1 Appointments to the San Joaquin Council of Governments Citizens' Advisory Committee and Site Plan and Architectural Review Committee and Re-post for the Remaining Vacancies on Various Boards and Commissions (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, to approve the following appointments and re-post for the following vacancies for a 15-day period:

Appointments:

San Joaquin Council of Governments Citizens' Advisory Committee
Richard Blackston, term to expire January 1, 2019

Site Plan and Architectural Review Committee
Crystal Kirst, term to expire January 1, 2019

Postings:

Lodi Senior Citizen Commission
One Vacancy, term to expire December 31, 2018

Personnel Board of Review
Two Vacancies, terms to expire January 1, 2018

Recreation Commission
Three Vacancies, terms to expire December 31, 2018

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

- I-1 Take the Following Actions: a) Adopt Resolution Approving Statement of Benefits with Lodi Fire Mid-Management for 2015 through 2017 and Appropriating Funds (\$6,110); b) Adopt Resolution Approving Revisions to Contracts for Lodi Executive Management (Excluding Council Appointees) for 2015 through 2017 and Appropriating Funds (\$8,660); c) Adopt Resolution Approving Revisions to Compensation for Confidential Employees for 2015 through 2017 and Appropriating Funds (\$8,930); and d) Adopt Resolution Approving Revisions to Contracts for Lodi Council Appointees for 2015 through 2017 and Appropriating Funds (\$3,980) (CM)

Deputy City Manager Jordan Ayers provided a report on the labor items pertaining to Lodi Fire Mid-Management, Confidential Employees, and Council Appointees, as detailed in the staff reports. The key elements include three-year agreements through 2017, a 1.5 percent cost of living adjustment (COLA) effective January 1, and language regarding potential salary increases in years two and three if audited general fund reserves exceed Council's target reserve level.

In response to Council Member Mounce, Mr. Ayers agreed that the COLA is more appropriately a return of employee concessions, adding that during the concession period, employees took hits aggregating \$10 to \$12 million, and this is a small return to them.

Council Member Nakanishi clarified that the City has excess money in reserves and the salary increases would not jeopardize the City financially.

City Manager Schwabauer provided a report on the labor item pertaining to Executive Management, stating that the proposal is identical to the other three groups. Mr. Schwabauer explained that the City reached its 16 percent reserve goal, the excess reserve above that percentage would be used to pay for this proposal, and he believed that the reserve will carry over for the life of the contract.

In response to Mayor Katzakian, Mr. Schwabauer stated that the reserve target grows each year because it is based on a percentage of the budget.

Mayor Pro Tempore Hansen made a motion, second by Council Member Mounce, to take the following actions: a) adopt Resolution No. 2014-218 approving Statement of Benefits with Lodi Fire Mid-Management for 2015 through 2017 and appropriating funds in the amount of \$6,110; b) adopt Resolution No. 2014-219 approving revisions to contracts for Lodi Executive Management (excluding Council appointees) for 2015 through 2017 and appropriating funds in the amount of \$8,660; c) adopt Resolution No. 2014-220 approving revisions to compensation for Confidential Employees for 2015 through 2017 and appropriating funds in the amount of \$8,930; and d) adopt Resolution No. 2014-221 approving revisions to contracts for Lodi Council appointees for 2015 through 2017 and appropriating funds in the amount of \$3,980.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- I-2 Adopt Resolution Approving the Deletion of One Senior Police Administrative Clerk and the Addition of One Senior Administrative Clerk Within the Police Department (CM)

Deputy City Manager Ayers provided a report regarding the deletion of one Senior Police Administrative Clerk and addition of one Senior Administrative Clerk, stating that this review of positions was brought forward after the resignation of an incumbent position and it was determined the duties would best be handled by a Senior Administrative Clerk.

Mayor Pro Tempore Hansen made a motion, second by Council Member Mounce, to adopt Resolution No. 2014-222 approving the deletion of one Senior Police Administrative Clerk and the addition of one Senior Administrative Clerk within the Police Department.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-3 Appoint New Alternate to Mayor Katzakian's Seat as Lodi's Alternate LAFCO Member (CM)

City Manager Schwabauer provided a report on the request to appoint a new alternate to Mayor Katzakian's seat on the Local Agency Formation Commission (LAFCO), stating that this matter is urgent due to the death of the LAFCO representative from Ripon and the vacancy of Lodi's alternate member due to Mayor Katzakian's end of term on the City Council. There is a critical LAFCO meeting on December 10, and it is recommended that Council appoint a new alternate to LAFCO to replace Mayor Katzakian.

Council Member Mounce expressed an interest in filling this position.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to appoint Council Member Mounce as the new alternate to Mayor Katzakian's seat as Lodi's Alternate Local Agency Formation Commission Member.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1901 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Sections 13.20.190, 'Schedule EA (Residential Service),' 13.20.210, 'Schedule EM (Mobilehome Park Service),' 13.20.230, 'Schedule EL (Outdoor Dusk-to-Dawn Lighting),' 13.20.235, 'Schedule ES (City Facilities Service),' 13.20.240, 'Schedule G1 (General Service - Group 1 Commercial/ Industrial),' 13.20.250, 'Schedule G2 (General Service - Group 2 Commercial/Industrial),' 13.20.260, 'Schedule G-3 (General Service - Group 3 Commercial/Industrial),' 13.20.270, 'Schedule G4 (General Service - Group 4 Commercial/Industrial),' 13.20.280, 'Schedule G5 (General Service - Group 5 Commercial/Industrial),' 13.20.310, 'Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional),' 13.20.325, 'Schedule EV (Electric Vehicle Pilot Charging Rate),' and 13.20.330, 'Schedule IE (Industrial Equipment Charging Service),' in Their Entirety" (CLK)

Council Member Nakanishi expressed his opinion that this matter could be delayed until a later time and that he would not support the motion.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1901 entitled, ""An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Sections 13.20.190, 'Schedule EA (Residential Service),' 13.20.210, 'Schedule EM (Mobilehome Park Service),' 13.20.230, 'Schedule EL (Outdoor Dusk-to-Dawn Lighting),' 13.20.235, 'Schedule ES (City Facilities Service),' 13.20.240, 'Schedule G1 (General Service - Group 1 Commercial/Industrial),' 13.20.250, 'Schedule G2 (General Service - Group 2 Commercial/Industrial),' 13.20.260, 'Schedule G-3 (General Service - Group 3 Commercial/Industrial),' 13.20.270, 'Schedule G4

(General Service - Group 4 Commercial/Industrial),' 13.20.280, 'Schedule G5 (General Service - Group 5 Commercial/Industrial),' 13.20.310, 'Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional),' 13.20.325, 'Schedule EV (Electric Vehicle Pilot Charging Rate),' and 13.20.330, 'Schedule IE (Industrial Equipment Charging Service),' in Their Entirety," which was introduced at a regular meeting of the Lodi City Council held November 19, 2014.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: Council Member Mounce, and Council Member Nakanishi

Absent: None

K. Reorganization of the City Council

K-1 Resolution Certifying the Election Results of the November 4, 2014, General Municipal Election

City Clerk Robison presented the election results, stating that 32,430 total votes were cast in the election with the top three seats going to Alan Nakanishi, Mark Chandler, and Doug Kuehne, as further detailed in the San Joaquin Registrar of Voters Certificate of Election and Statement of Votes that was provided to Council as a Blue Sheet item.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-223 certifying the election results of the November 4, 2014, General Municipal Election.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K-2 Presentations to Outgoing Mayor and Council Members

City Manager Schwabauer made presentations to outgoing Mayor Katzakian and Mayor Pro Tempore Hansen, after which each thanked their families, friends, staff, supporters, and community. Mayor Pro Tempore Hansen paid special tribute to his parents, Henry Lawrence Hansen and Amy Valerie Celine.

K-3 City Clerk to Administer the Oath of Office to Lodi City Council Members Elect and Present Certificates of Election

City Clerk Robison administered the Oath of Office to Lodi City Council Members-Elect Alan Nakanishi, Mark Chandler, and Doug Kuehne and presented Certificates of Election.

K-4 Reorganization of the Lodi City Council: a) Election of Mayor; and b) Election of Mayor Pro Tempore

NOMINATION(S) FOR MAYOR:

Council Member Mounce made a motion, second by Council Member Kuehne, to nominate Council Member Johnson to the office of Mayor. There being no further nominations for the office of Mayor, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Johnson to the office of Mayor, the motion carried by the following vote, thereby adopting Resolution No. 2014-224.

Ayes: Council Member Chandler, Council Member Johnson, Council Member Kuehne, Council

Member Mounce, and Council Member Nakanishi
Noes: None
Absent: None

NOMINATION(S) FOR MAYOR PRO TEMPORE:

1) Council Member Kuehne made a motion, second by Mayor Johnson, to nominate Council Member Chandler to the office of Mayor Pro Tempore.

2) Council Member Nakanishi made a motion, second by Council Member Mounce, to nominate Council Member Mounce to the office of Mayor Pro Tempore.

There being no further nominations for the office of Mayor Pro Tempore, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Chandler to the office of Mayor Pro Tempore, the motion carried by the following vote, thereby adopting Resolution No. 2014-225.

Ayes: Council Member Chandler, Council Member Kuehne, and Mayor Johnson
Noes: Council Member Mounce and Council Member Nakanishi
Absent: None

Due to the fact that the vote is taken in the order the nominations were made, with the first individual receiving a majority vote being elected to the office of mayor pro tempore, it was unnecessary to call for the vote on the second nomination.

Council Member Kuehne thanked his wife for seeing him through two election runs, especially during this difficult time with the loss of their son; committee finance chair Steven Crivelli; and former Mayor John Beckman for appointing him years ago to the Planning Commission.

Mayor Pro Tempore Chandler thanked his wife, who also served as his campaign treasurer; the Burlington family; Dave Kirsten for being his campaign manager; and Pat Patrick with the Lodi District Chamber of Commerce and its Vision 2020 Plan. Mayor Pro Tempore Chandler expressed his appreciation to City staff, fellow Council Members, and the Lodi voters. He stated that he ran on the platform of fiscal responsibility, enhancement of the quality of life, and the General Mills closure, and he believed his background has prepared him to meet these responsibilities.

Council Member Nakanishi congratulated Mayor Johnson and Mayor Pro Tempore Chandler and stated he was looking forward to a good year ahead.

Mayor Johnson set forth his top three goals for the upcoming year: 1) re-tenanting of the General Mills facility and replacement of the 400 lost jobs; 2) commitment to locate a Delta College satellite campus in Lodi, which he hoped would be decided upon by the middle of summer; and 3) making Lodi more competitive to the business community by having available land for commercial and industrial buildings, making an investment on infrastructure, and actively attracting businesses. Mayor Johnson wished everyone a happy holiday season.

L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:25 p.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 9, 2014**

The December 9, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 9, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of December 9, 2014, was called to order by Mayor Johnson at 7:02 a.m.

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

Absent: Council Member Nakanishi

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

B. Regular Calendar

B-1 Consider Alternative Appointment for Lodi's Seat as Alternate LAFCO Member (CM)

Council Member Mounce stated that she asked for this agenda item in response to her conversation last week with Council Member Kuehne, during which he expressed an interest in serving on the Local Agency Formation Commission (LAFCO). In the spirit of collaboration and cooperation, she stated she would step back and offer him the position instead.

Council Member Kuehne responded that he was interested in serving on LAFCO and would accept the appointment.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to appoint Council Member Kuehne as the City of Lodi's Alternate Local Agency Formation Commission Member.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Nakanishi

C. Closed Session

C-1 Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, and Lodi Professional Firefighters; and Conference with Mayor Bob Johnson and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Council Appointees Pursuant to Government Code §54957.6 (CM)

At 7:04 a.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 8:22 a.m.

D. Return to Open Session / Disclosure of Action

At 8:22 a.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

Item C-1 was discussion only with no reportable action.

E. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:22 a.m.

ATTEST:

Jennifer M. Robison
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

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

MEETING DATE: December 17, 2014

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, 2014 is \$85,354,979.97.
The average annualized return on all invested funds over the quarter is 0.15%

The total earnings on all invested funds for FY 2014-15 is \$32,032.39.
The average annualized return on all invested funds for FY 2014-15 is 0.15%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

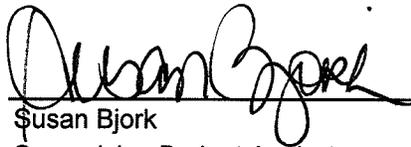
APPROVED: _____
Stephen Schwabauer, City Manager



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

September 30, 2014 Investment Statement

Investment:	Earnings for Qtr Ending 9/30/14:	Ending Balance:
Local Agency Investment Funds*		
37.6 % of portfolio	0.25% interest earnings	32,134,291.50
	Subtotal LAIF	32,134,291.50
CalTRUST Investment Trust of California		
46.2% of portfolio		
Short-Term Account	0.24% interest earnings	8,075,373.15
Medium-Term Account	-.04% interest earnings	31,361,976.74
	Subtotal CalTRUST	39,437,349.89
Certificates of Deposit		
0.6% of portfolio		
Bank of Ag. & Comm (matures 3/8/15)	0.25% interest earnings	250,000.00
Central Valley Comm (matures 6/18/15)	0.25% interest earnings	250,000.00
	Subtotal CDs	500,000.00
Passbook/Checking Accounts		
15.6% of portfolio		
Farmers & Merchants **	demand acct	1,264,718.55
Farmers & Merchants - Money Market	0.35% interest earnings	8,519,714.75
Farmers & Merchants - Payroll	demand acct	33,524.78
Farmers & Merchants - CP Money Market	0.35% interest earnings	3,465,380.50
	Subtotal P/C Accts	13,283,338.58
	TOTAL	85,354,979.97



 Susan Bjork
 Supervising Budget Analyst

12/8/14

 Date

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

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



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000

MEETING DATE: December 17, 2014

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 2014, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through CC.

Exh.	Date	Contractor	Project	Award Amt.
A	7/1/14	Pace Supply Corp.	Irrigation Flow Control Program	\$14,639.46
B	7/2/14	All-Phase Electric Supply	Rosegate	\$12,661.92
C	7/7/14	Jensen Precast	EUD Supplies	\$19,743.00
D	7/7/14	Oldcastle	EUD Supplies	\$15,654.60
E	7/7/14	Jensen Precast	EUD Supplies	\$15,582.24
F	7/7/14	Republic Blower Systems	Digester Gas Compressor Replacement	\$10,485.73
G	7/9/14	San Diego Police Equipment Co., Inc.	Duty and Training Ammunition	\$11,190.47
H	7/11/14	HD Supply	Rosegate	\$15,348.96
I	7/14/14	Muniquip	Grit Pump #2 Replacement	\$18,096.38
J	7/16/14	Jensen Precast	Rosegate	\$12,091.68
K	7/18/14	Envelope Products	Utility Envelopes	\$11,666.54
L	7/18/14	Western Printing & Graphics	Utility Bills	\$10,141.20
M	7/23/14	San Diego Police Equipment Co., Inc.	Duty and Training Ammunition	\$19,850.89
N	7/29/14	Pac Machine Co., Inc.	T.E.P-E1 Backup Tailwater Pump Repair	\$17,329.52
O	7/31/14	BelKorp AG	Field Groomer	\$13,997.00
P	8/6/14	Winner Chevrolet	Vehicle replacement-2015 Chevrolet Impala Sedan	\$19,675.55
Q	8/18/14	Chevy Lane Fabrications	GrapeLine Recycling & Trash Containers	\$18,760.60
R	8/22/14	HD Supply	Rosegate	\$19,440.00
S	8/22/14	One Source	Electric Utility Inventory	\$12,639.24
T	8/22/14	Platt Electric Supply	Electric Utility Inventory	\$10,912.86
U	8/25/14	HD Supply	Electric Utility Inventory	\$11,237.40
V	8/25/14	One Source	Electric Utility Inventory	\$10,248.32
W	8/28/14	Drager Safety Inc.	Thermal Imaging Camera	\$11,401.03
X	9/9/14	BAE c/o Geo. Honn Co.	Substation Batteries	\$17,387.72
Y	9/16/14	General Pacific	Electric Utility Copper Replacement	\$14,764.68
Z	9/23/14	North American Switchgear	Substation Relays	\$11,664.00
AA	9/25/14	LC Action	Holster/Lights Purchase	\$18,066.02
BB	9/26/14	General Pacific	Rosegate	\$14,104.37
CC	9/30/14	McFarland Cascade	Utility Poles	\$14,649.60

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT:

Varies by project. All purchases were budgeted in the 2014-2015 Financial Plan.

FUNDING AVAILABLE:

Not applicable.

Jordan Ayers, Deputy City Manager

Attachments

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Irrigation Flow Control Program
DEPARTMENT: Public Works - White Slough
CONTRACTOR Pace Supply Corp.
AWARD AMOUNT: \$14,639.46
DATE OF RECOMMENDATION: 7-1-14

BIDS OR PROPOSALS RECEIVED:

Pace Supply Corp.	\$14,639.46
Corix Water Products	\$16,746.15
Stockton Windustrial	\$18,440.03

“NO BID” or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:
Installation of 20" irrigation line to Pond #4.

FUNDING: 170403.7331 CIP - Effluent Irrigation Improvements

Prepared by: Karen D. Honer
Title: Wastewater Plant Superintendent
Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate
DEPARTMENT: Electric Utility
CONTRACTOR All-Phase Electric Supply
AWARD AMOUNT: \$12,661.92
DATE OF RECOMMENDATION: July 2, 2014

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply	\$12,661.92
WESCO	\$13,608.00
General Pacific	\$14,349.10

“NO BID” or NO RESPONSE RECEIVED:

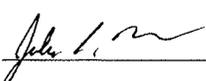
BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase is for a Polymer secondary boxes used in the Rosegate subdivision.

FUNDING: 160.5625

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  7/11/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Supplies
DEPARTMENT: Electric Utility
CONTRACTOR Jensen Precast
AWARD AMOUNT: \$19,743.00
DATE OF RECOMMENDATION: July 7, 2014

BIDS OR PROPOSALS RECEIVED:

Jensen Precast	\$19,743.00
Oldcastle	\$38,220.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Because of consolidation of concrete businesses in Northern California there are only two responsible bidders for concrete products of this type.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  7/9/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Supplies
DEPARTMENT: Electric Utility
CONTRACTOR Oldcastle
AWARD AMOUNT: \$15,654.60
DATE OF RECOMMENDATION: July 7, 2014

BIDS OR PROPOSALS RECEIVED:

Oldcastle	\$15,654.60
Jensen	\$17,115.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Because of consolidation of concrete businesses in Northern California there are only two responsible bidders for concrete products of this type.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  7/9/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Supplies
DEPARTMENT: Electric Utility
CONTRACTOR Jensen Precast
AWARD AMOUNT: \$15,582.24
DATE OF RECOMMENDATION: July 7, 2014

BIDS OR PROPOSALS RECEIVED:

Jensen Precast	\$15,582.24
Oldcastle	\$25,980.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Because of consolidation of concrete businesses in Northern California there are only two responsible bidders for concrete products of this type.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  7/9/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Digester Gas Compressor Replacement
DEPARTMENT: Public Works - White Slough
CONTRACTOR Republic Blower Systems
AWARD AMOUNT: \$10,485.73
DATE OF RECOMMENDATION: July 7, 2014

BIDS OR PROPOSALS RECEIVED:

Republic Blower Systems	\$10,485.73
FlowUsa, Inc.	\$11,980.00
Accurate Air Engineering, Inc.	\$12,404.84

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The gas compressor is a replacement for Digesters #1 and #3 to maintain mixing in the event of a breakdown of the existing compressors..

FUNDING: 170403.7331

Prepared by: Kelly Powers

Title: Wastewater Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Duty and Training Ammunition
DEPARTMENT: Police Department
CONTRACTOR San Diego Police Equipment Co., Inc.
AWARD AMOUNT: \$11,190.47
DATE OF RECOMMENDATION: July 9, 2014

BIDS OR PROPOSALS RECEIVED:
San Diego Police Equipment Co., Inc. \$11,190.47

"NO BID" or NO RESPONSE RECEIVED:
NA - No other suppliers authorized to sell Ammo

BACKGROUND INFORMATION & BASIS FOR AWARD:

Federal Ammunition designated San Diego Police Equipment Co., Inc., as the sole provider of law enforcement .223 ammunition in the State of California. A copy of the Federal distributor contact information for California is attached. Federal ammunition from any other source is not available in the quantities and pricing provided by the manufacturer's distributor.

FUNDING: 101032.7306

Prepared by: Patsy Methvin

Title: Senior Police Administrative Clerk

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate`
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$15,348.96
DATE OF RECOMMENDATION: July 11, 2014

BIDS OR PROPOSALS RECEIVED:
HD Supply \$15,348.96

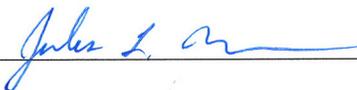
“NO BID” or NO RESPONSE RECEIVED:
Okonite
General Cable

BACKGROUND INFORMATION & BASIS FOR AWARD:
This PO is for cable needed for Rosegate Subdivision.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/13/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Grit Pump #2 Replacement
DEPARTMENT: Public Works - White Slough
CONTRACTOR Muniquip
AWARD AMOUNT: \$18,096.38
DATE OF RECOMMENDATION: 7-14-14

BIDS OR PROPOSALS RECEIVED:
Muniquip, LLC - Sole Source \$18,096.38

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The pump that is being replaced is in excess of 10 years old, which is the recommended life span of the equipment.

FUNDING: 170403.7331

Prepared by: Kelly Powers

Title: Wastewater Plant Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate`
DEPARTMENT: Electric Utility
CONTRACTOR Jensen Precast
AWARD AMOUNT: \$12,091.68
DATE OF RECOMMENDATION: July 16, 2014

BIDS OR PROPOSALS RECEIVED:

Jensen Precast	\$12,091.68
Oldcastle	\$25,980.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These are the only two responsible precast bidders in Northern California.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: 10/13/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Utility Envelopes
DEPARTMENT: Internal Services
CONTRACTOR Envelope Products
AWARD AMOUNT: \$11,666.54
DATE OF RECOMMENDATION: July 18, 2014

BIDS OR PROPOSALS RECEIVED:

Envelope Products Company	\$11,666.54
Cenveo	\$13,952.00
Western Printing & Graphics	\$14,616.90

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Utility envelopes are for the mailing of utility bills.

FUNDING: 100505.7301

Prepared by: Sherry Moroz

Title: Customer Service Rep. II

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Utility Bills
DEPARTMENT: Internal Services
CONTRACTOR Western Printing & Graphics
AWARD AMOUNT: \$10,141.20
DATE OF RECOMMENDATION: July 18, 2014

BIDS OR PROPOSALS RECEIVED:

Western Printing & Graphics	\$10,141.20
Abrahamson Printing	\$11,100.38

“NO BID” or NO RESPONSE RECEIVED:
Duncan Press
CV Print

BACKGROUND INFORMATION & BASIS FOR AWARD:
Utility Bills stock for utility billing

FUNDING: 100505.7301

Prepared by: Sherry Moroz

Title: Customer Service Rep. II

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Duty and Training Ammunition
DEPARTMENT: Police Department
CONTRACTOR San Diego Police Equipment Co., Inc.
AWARD AMOUNT: \$19,850.89
DATE OF RECOMMENDATION: July 23, 2014

BIDS OR PROPOSALS RECEIVED:
 San Diego Police Equipment Co., Inc. \$19,850.89
 Adamson Police Products \$23,650.00

"NO BID" or NO RESPONSE RECEIVED:

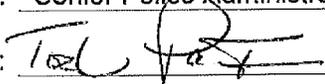
BACKGROUND INFORMATION & BASIS FOR AWARD:

Federal Ammunition designated San Diego Police Equipment Co., Inc., as one of the sole provider of law enforcement 40S&W 180GR JHP ammunition in the State of California. A copy of the Federal distributor contact information for California is attached. Federal ammunition from other sources is not available in the quantities and pricing provided by the manufacturer's distributor.

FUNDING: 101032.7306

Prepared by: Patsy Methvin

Title: Senior Police Administrative Clerk

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: T.E.P-E1 Backup Tailwater Pump Repair
DEPARTMENT: Public Works - White Slough
CONTRACTOR Pac Machine Co., Inc.
AWARD AMOUNT: \$17,329.52
DATE OF RECOMMENDATION: July 29, 2014

BIDS OR PROPOSALS RECEIVED:

Pac Machine Co., Inc. *(\$80.00 per hour labor)	\$17,329.52
Shape *(\$97.00 per hour labor)	\$17,379.52
Pump Repair *(\$106.00 per hour labor)	\$17,469.52

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The tailwater pump was last rebuilt in 2007 and now is in need of repairs. The cost to repair it is &17,329.52 which makes it cost effective compared to the \$31,499.28 to replace it.

The three quotes are identical in price with the exception being the cost of labor, which Pac Machine's was the lowest.

FUNDING: 170403.7331

Prepared by: Kelly Powers

Title: Water/Wastewater Supervisor

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Field Groomer
DEPARTMENT: Parks, Recreation and Cultural Services
CONTRACTOR: BelKorp AG
AWARD AMOUNT: \$13,997.00
DATE OF RECOMMENDATION: July 31, 2014

BIDS OR PROPOSALS RECEIVED:

BelKorp AG	\$13,997.00
Stotz Equipment	\$16,217.99
Pacific Golf & Turf	\$17,001.96

“NO BID” or NO RESPONSE RECEIVED:

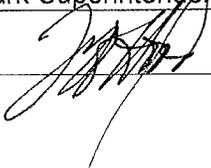
BACKGROUND INFORMATION & BASIS FOR AWARD:

Several municipal parks divisions now use field grooming machines to prep ball fields. These machines have several benefits that will aid in efficiency. Additionally important, this new tool in our tool box has the potential to lessen our chance of on the job injuries. Instead of park maintenance workers loading and unloading various implements in and out of the back of a Turf Truckster as we currently do, implements are affixed to this machine.

FUNDING: Vehicle Replacement Account

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Vehicle Replcement – 2015 Chevrolet Impala Sedan
DEPARTMENT: Public Works - Engineering
CONTRACTOR Winner Chevrolet
AWARD AMOUNT: \$19,675.55
DATE OF RECOMMENDATION: August 6, 2014

BIDS OR PROPOSALS RECEIVED: Winner Chevrolet \$19,675.55
CMAS Contract 1-14-23-10D

“NO BID” or NO RESPONSE RECEIVED: N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

This vehicle will replace 04-090, a 2000 Honda Civic used by the City's engineering staff for site inspections and transportation to meetings and conferences. The current vehicle is 14 years old, and has over 44,300 miles. Vehicle replacement is necessary due to the age of the compressed natural gas (CNG) fuel tank. The tank has reached its useful life (10 years) and per regulations, must be replaced in order to continue using the vehicle. The cost of replacing the tank is over \$5,000 which exceeds the value of the vehicle. Funding will be from the Vehicle Replacement Fund and is programmed in the 2014/2015 budget.

FUNDING: 1203011.7851

Prepared by: Charlie Swimley

Title: City Engineer / Deputy Public Works Director

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: City of Lodi GrapeLine Recycling & Trash Containers
DEPARTMENT: Public Works
CONTRACTOR Chevy Lane Fabrications, Niagra Falls, Ontario Canada
AWARD AMOUNT: \$18,760.60
DATE OF RECOMMENDATION: August 18, 2014

BIDS OR PROPOSALS RECEIVED:

Chevy Lane Fabrications, Niagra Falls, ON	\$18,760.60*
Windsor Barrel Works, Ottsville, PA	\$19,367.94
LNI Signs, Hawthorne, CA	\$22,462.69
Ecopop Designs, Pacifica, CA	\$24,228.00

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The project includes purchase of twenty dual recycling and trash containers, concrete securements, freight, and sales tax.

The low bidder's proposed containers are of good quality. Staff feels low bidder should be awarded the contract.

*The original request was for eighteen containers. The low bidder's quote was \$16,799.20. Because this is significantly lower than the other bidders and the engineer's estimate, staff chose to order two additional containers for a total of twenty, along with stainless steel securements. The revised total is still less than the second low bidder.

FUNDING: 103025.7352

Prepared by: Julia Tyack

Title: Transportation Planner

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$19,440.00
DATE OF RECOMMENDATION: August 22, 2014

BIDS OR PROPOSALS RECEIVED:
HD Supply \$19,440.00

“NO BID” or NO RESPONSE RECEIVED:
All Phase
One Source
Platt

BACKGROUND INFORMATION & BASIS FOR AWARD:
This PO is for Rosegate Subdivision.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/13/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory

DEPARTMENT: Electric Utility

CONTRACTOR One Source

AWARD AMOUNT: \$12,639.24

DATE OF RECOMMENDATION: August 22, 2014

BIDS OR PROPOSALS RECEIVED:

One Source	\$12,639.24
HD Supply	\$12,712.68

“NO BID” or NO RESPONSE RECEIVED:

All Phase
Platt

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is to replenish inventory stock.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/14/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory`
DEPARTMENT: Electric Utility
CONTRACTOR Platt Electric Supply
AWARD AMOUNT: \$10,912.86
DATE OF RECOMMENDATION: August 22, 2014

BIDS OR PROPOSALS RECEIVED:

Platt Electric Supply	\$10,912.86
All-Phase	\$11,124.00

“NO BID” or NO RESPONSE RECEIVED:
HD Supply
One Source

BACKGROUND INFORMATION & BASIS FOR AWARD:
This PO is needed to maintain inventory levels.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/13/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory

DEPARTMENT: Electric Utility

CONTRACTOR HD Supply

AWARD AMOUNT: \$11,237.40

DATE OF RECOMMENDATION: August 25, 2014

BIDS OR PROPOSALS RECEIVED:

HD Supply

\$11,237.40

“NO BID” or NO RESPONSE RECEIVED:

All Phase
One Source
Platt

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is to replenish Electric Utility inventory.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/15/14

EXHIBIT V

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory

DEPARTMENT: Electric Utility

CONTRACTOR One Source

AWARD AMOUNT: \$10,248.32

DATE OF RECOMMENDATION: August 25, 2014

BIDS OR PROPOSALS RECEIVED:

One Source	\$10,248.32
HD Supply	\$10,753.56

"NO BID" or NO RESPONSE RECEIVED:
All Phase

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is to replenish inventory stock.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/13/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Thermal Imaging Camera
DEPARTMENT: Fire
CONTRACTOR Drager Safety Inc.
AWARD AMOUNT: \$11,401.03
DATE OF RECOMMENDATION: August 28, 2014

BIDS OR PROPOSALS RECEIVED:

Drager Safety Inc.	\$11,401.03
Mallory Safety and Supply LLC	\$15,553.42
Global Test supply, Flir Technology	\$17,450.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This thermal imaging camera will replace an outdated imager that is no longer repairable as per manufacturer. The Drager is low bid and meets the department standard.

FUNDING: 102012 7333

Prepared by: George W. Juelch

Title: Battalion Chief

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Substation Batteries
DEPARTMENT: Electric Utility
CONTRACTOR BAE c/o Geo. Honn Co.
AWARD AMOUNT: \$17,387.72
DATE OF RECOMMENDATION: September 9, 2014

BIDS OR PROPOSALS RECEIVED:

BAE c/o Geo. Honn Co.	\$17,387.72
Storage Battery Systems	\$17,788.60
Sierra Utility Sales for EnerSys	\$19,252.88

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These batteries are needed to replace existing batteries nearing the end of their useful life. The batteries are used to provide back up power in a substation.

FUNDING: 161082.1820

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

EXHIBIT Y

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Copper Replacement

DEPARTMENT: Electric Utility

CONTRACTOR General Pacific

AWARD AMOUNT: \$14,764.68

DATE OF RECOMMENDATION: September 16, 2014

BIDS OR PROPOSALS RECEIVED:

General Pacific	\$14,764.68
All Phase	\$18,754.20
HD Supply	\$18,954.00

“NO BID” or NO RESPONSE RECEIVED:

All Phase
One Source
Platt

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is for the Copper Replacement Project.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/10/14

EXHIBIT Z

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Substation Relays
DEPARTMENT: Electric Utility
CONTRACTOR North American Switchgear
AWARD AMOUNT: \$11,664.00
DATE OF RECOMMENDATION: September 23, 2014

BIDS OR PROPOSALS RECEIVED:
North American Switchgear \$11,664.00
Pacific Utilities \$25,768.00

“NO BID” or NO RESPONSE RECEIVED:
Circuit Breaker Sales

BACKGROUND INFORMATION & BASIS FOR AWARD:
These bids are to replace out of date and incorrect relays in McLane Substation.

FUNDING: 161070.1831

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Holster/Lights Purchase
DEPARTMENT: Police
CONTRACTOR LC Action
AWARD AMOUNT: \$18,066.02
DATE OF RECOMMENDATION: September 25, 2014

BIDS OR PROPOSALS RECEIVED:

LC Action	\$18,066.02
Adamson	\$20,172.62
Pro-Force	\$20,606.49

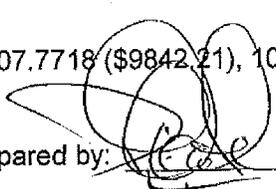
"NO BID" or NO RESPONSE RECEIVED:

N/A

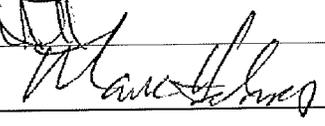
BACKGROUND INFORMATION & BASIS FOR AWARD:

LC Action provided the lowest bid.

FUNDING: 2341207.7718 (\$9842.21), 101032.7306 (\$8223.81)

Prepared by:  _____

Title: _____

Reviewed by:  _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rosegate
DEPARTMENT: Electric Utility
CONTRACTOR General Pacific
AWARD AMOUNT: \$14,104.37
DATE OF RECOMMENDATION: September 26, 2014

BIDS OR PROPOSALS RECEIVED:

General Pacific	\$14,104.37
All Phase	\$16,070.40

"NO BID" or NO RESPONSE RECEIVED:

Oldcastle

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is for service boxes for the Rosegate Subdivision Project.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  02/19/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Utility Poles
DEPARTMENT: Electric Utility
CONTRACTOR McFarland Cascade
AWARD AMOUNT: \$14,649.60
DATE OF RECOMMENDATION: September 30, 2014

BIDS OR PROPOSALS RECEIVED:

McFarland Cascade	\$14,649.60
Bell Lumber & Pole	\$17,060.68
The Oeser Company	\$15,360.28

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This PO is for poles needed for current maintenance projects.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  10/13/14



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 5

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Water Meter Program Phase 5.

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on flat rate versus on usage base.

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The first of seven construction projects was awarded by Council in March 2011 and included the installation of 3,698 meters and the replacement of 4,220 feet of water main. The second construction project was awarded in March 2012 and included the installation of 2,111 meters and the replacement of 26,350 feet (five miles) of water main. The third construction project was awarded in March 2013 and included the installation of 1,465 meters and the replacement of 20,310 feet (3.8 miles) of water main. The fourth construction project was awarded in March 2014 and included the installation of 1,334 meters and the replacement of approximately 24,000 (4.5 miles) of water main. The Water Meter Program has been lengthened to an eight-year project by dividing Phase 7 into two phases. This was done to reduce construction impacts in the Phase 7 area and to preserve fund balance in the water utility.

The project area for Phase 5 is presented in Exhibit A and includes the installation of 908 meters and the replacement of approximately 16,840 feet (3.2 miles) of water main. The estimated construction cost of \$5.309 million (including the cost of the water meter assemblies, construction administration, inspection and contingencies) is in line with previous estimates. Construction is expected to begin in April and conclude in November 2015.

Plans and specifications for the project are on file in the Public Works Department. The planned bid opening date is February 5, 2015.

FISCAL IMPACT: Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

FUNDING AVAILABLE: Funding will be identified at project award.

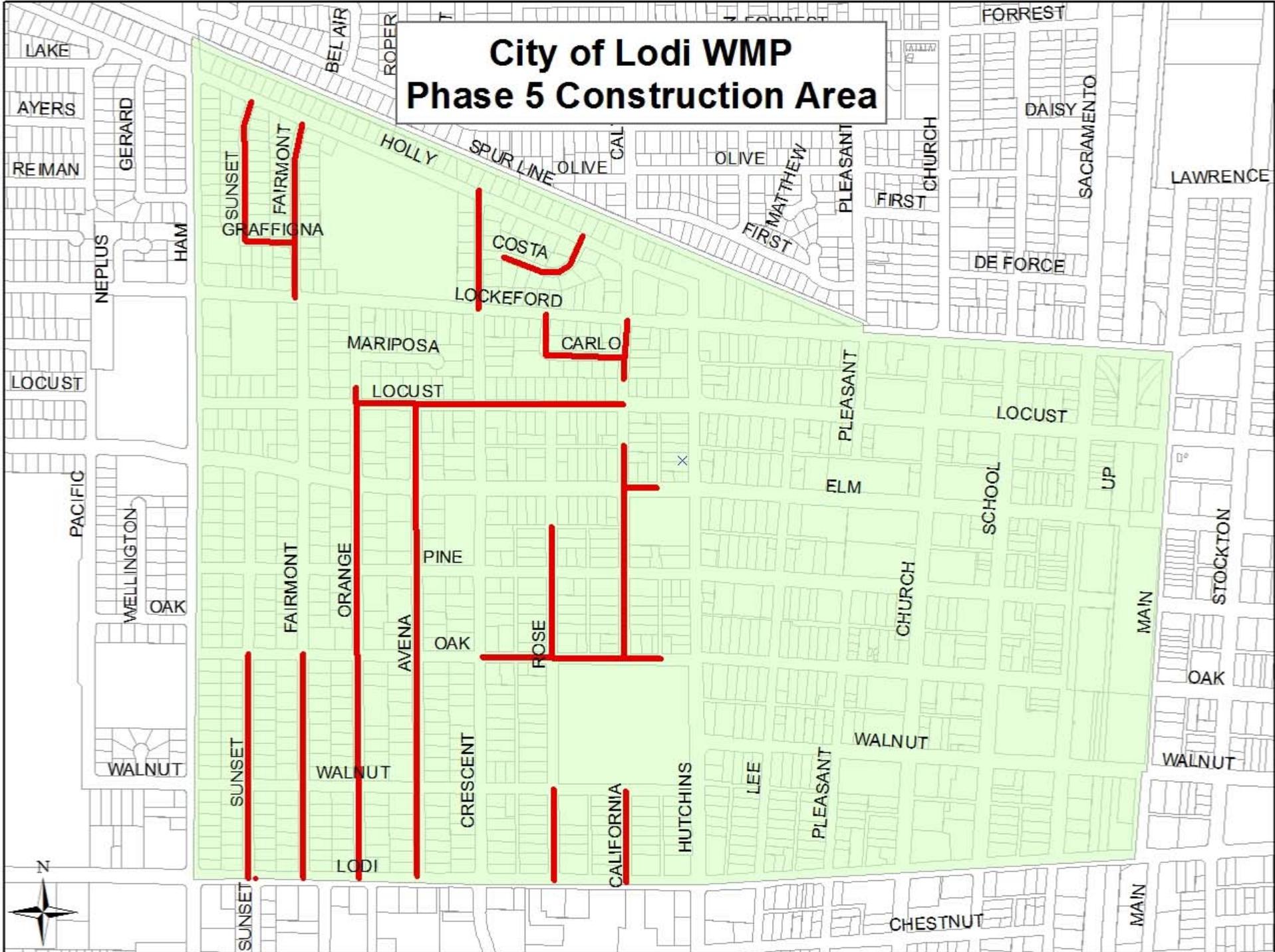
F. Wally Sandelin
Public Works Director

FWS/smh
Attachment

cc: Lance Roberts, Utilities Superintendent – Public Works
Tony Valdivia, RMC Water and Environment

APPROVED: _____
Stephen Schwabauer, City Manager

City of Lodi WMP Phase 5 Construction Area



0 625 1,250 2,500 Feet

— Phase 5 Replacement Mains Phase 5 Construction Area

Exhibit A



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements.

BACKGROUND INFORMATION: This project consists of removing accessibility barriers near eight GrapeLine bus stops and installing shelters at nine bus stop locations. Curb ramps will be installed at 11 locations and alley approaches will be reconstructed at the locations to meet ADA guidelines. Each new shelter will include lighting, a bench, and a trash can.

The proposed locations of the improvements are as follows:

1. Cherokee Lane south of Lodi Avenue – west side of the street (alley approach)
2. Northwest corner of Cherokee Lane and Elm Street (ramp)
3. Northwest corner of Cherokee Lane and Hilborn Street (ramp)
4. Pine Street east of Main Street – south side of the street (alley approach)
5. Turner Road and Rutledge Drive (ramps)
6. Northwest corner of Cherokee Lane and Poplar Street (ramp)
7. Cherokee Lane and Delores Street (ramps, curb, gutter and sidewalk)
8. Central Avenue and Vine Street (ramps)
9. Cherokee Lane north of Elm Street – west side of the street (shelter)
10. Lodi Avenue west of School Street – south side of the street (shelter)
11. Northeast corner of Stockton Street and Almond Drive (shelter)
12. Vine Street and Fairmont Street (shelters)
13. Ham Lane south of Tokay Street – west side of the street (shelter)
14. Ham Lane south of Tokay Street – east side of the street (shelter)
15. Elm Street west of Ham Lane – north side of the street (shelter)
16. Elm Street west of Ham Lane – south side of the street (shelter)

These locations were selected based on bus stop boarding/alighting surveys and the Short Range Transit Plan recommendations accepted by Council in September 2013. The City's curb ramp database was used to select the appropriate accessibility improvements near the bus stops.

The specifications are on file in the Public Works Department. The planned bid opening date is January 14, 2015.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/smh
cc: Transportation Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Purchase of 2014 Isuzu Commercial Van for Graffiti Abatement from Diesel Performance, Inc., of Stockton (\$68,276)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of 2014 Isuzu commercial van for graffiti abatement from Diesel Performance, Inc., of Stockton, in the amount of \$68,276.

BACKGROUND INFORMATION: This vehicle will replace Unit No. 04-148, a 2000 Dodge compressed natural gas fueled (CNG) van, which is 14 years old and has over 101,000 miles. The existing van was purchased in September 2000 at a cost of \$21,700 and was put into service July 2001. Initially, the van was planned to be replaced after 10 years or 85,000 miles. The CNG tank will expire and must be removed from service in January 2015. It will cost \$5,000 to replace the tank which is not cost effective. Over the life of this vehicle, \$39,543 has been expended on repairs and preventative maintenance.

The utility of the van has diminished as the equipment and materials used to abate graffiti has increased. Equipment includes power washer, paint sprayers, hose reels, air compressor, electric generator, paint and water storage tank. At present, a separate trailer is used to haul the water used in operations. Access to equipment and supplies is cumbersome due to the limited space within the van. Available space in the van is 216 cubic feet with only four feet of vertical clearance. Only a single hose reel for painting can be accommodated. Pictures of the existing van and equipment are provided in Attachment A.

It is recommended a new larger van be purchased with 540 cubic feet of storage with more than six feet of vertical clearance. A walk-through enables the operator to move quickly and easily from the cab to the cargo area to prepare for work without being outside in the elements. The additional area will allow for multiple paint reels and paint colors to be applied without cleaning the painting equipment. A substantial increase in productivity will be enabled by the larger van. Stored supplies will be kept secure in storage shelves. Water storage for power washing will be provided within the cargo area. Details of the Isuzu commercial van are provided in Attachment B.

The City received the following three quotes.

<u>Vendor</u>	<u>Location</u>	<u>Quote</u>
Diesel Performance, Inc.	Stockton	\$68,275.60
Future Motors	Sacramento	\$68,689.86
North Valley Isuzu	West Sacramento	\$69,613.86

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing Purchase of 2014 Isuzu Commercial Van for Graffiti Abatement from Diesel Performance, Inc., of Stockton (\$68,276)

December 17, 2014

Page 2

Staff recommends replacing Unit No. 04-148 with a 2014 Isuzu commercial van for Graffiti Abatement from Diesel Performance, Inc., of Stockton. Alternatively, the Council may choose to direct staff to purchase a similar three-quarter ton van at a cost of approximately \$19,200 or a slightly larger one ton van at a cost of approximately \$21,800.

FISCAL IMPACT: Municipal Utility Services Division will experience a minor increase in supplies costs in its continuing effort to maintain property values, suppress gang activities and ensure an attractive and safe community.

FUNDING AVAILABLE: Measure K (303) \$68,276

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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



GRAFFITI HOTLINE 333-5570

GRAFFITI
ABATEMENT



Municipal Utility Services





120 V

HONDA EM 3000

SAND 80/20

TUFF-STRIP



Municipal Utility Services



3-5570

AND #0/30

TUFF-STRIP



ISUZU COMMERCIAL VEHICLES

America's #1 Selling Low Cab Forward Truck Since 1986



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REACH: VAN

[Overview](#)

[Specs](#)

[\[Features \]](#)

[Gallery](#)

[Warranty](#)



Reach for a Lower Cost of Ownership

The beauty of the Reach is its ability to dramatically lower your cost of ownership, no matter what kind of walk-in van you are using today.



Engine & Powertrain

It starts with the state-of-the-art Isuzu 4JJ1-TC 3.0-liter turbocharged four-cylinder diesel engine, standard in every Reach commercial van. This powerful, economical, long-lasting example of Isuzu engineering has been proven in demanding business applications around the world.

The 4JJ1-TC's dual overhead camshafts eliminate push rods to minimize power-robbing friction. Its common-rail fuel injection system wrings the energy out of every drop of fuel, and a cast-aluminum cylinder head reduces weight

Isuzu and Utilimaster achieved such astonishing fuel economy and a lower cost of ownership.



while four valves per cylinder ensure optimum breathing efficiency.

Optional step well safety tread and reflector kit shown.

Impact resistant body panels.

The standard Aisin heavy-duty, six-speed automatic transmission has been specifically engineered to partner with the Isuzu diesel engine to achieve optimal performance and economy. Its double overdrive reduces fuel consumption and engine noise at highway speeds, plus the automatic lock-up torque converter in second through sixth gears reduces engine heat and virtually eliminates power loss.

Lightweight Aerodynamic Van Body

Isuzu's fuel-efficient powertrain is mated to a versatile Utilimaster body designed to be as economical as it is practical.

Utilimaster employs impact-resistant, lightweight molded body panels. The structural components are a hybrid of aluminum and highly-engineered polycarbonate sandwich panels -- the end result is a corrosion-resistant body that is lighter than walk-in vans of equivalent lengths.

In addition, extensive wind tunnel testing optimized the Reach body shape. This aerodynamic design cuts through the air with a drag coefficient that is lower than current competitive vans.

Ecological Throughout

Improved fuel economy not only reduces your cost of ownership but it helps the environment as well, and one of the Reach's advantages is its small carbon footprint.

The Reach's engine meets the most stringent emissions standards in the world. Isuzu's 4JJ1-TC engine comes with Selective Catalytic Reduction (SCR) technology with Diesel Exhaust Fluid (DEF) injection reducing NOx levels in engine exhaust by 85%.

Another eco-friendly feature is that the Reach's body step well liners and front wheel well liners are molded from recycled tire product.

Reach for a Design that Puts Safety and Productivity First



The interior provides 540 or 630 cubic feet of storage plus up to 27 inches more headroom than a conventional cargo van and ten inches more aisle width than a European van. The Reach's cargo area enables your drivers to quickly and easily

**Integrated
Safety**

accomplish their jobs without crawling on their knees or leaving product back at the shop.

Some of the Reach's features are obviously intended to enhance safety, such as the vehicle's highly visible tread-grip carbide entry steps, integrated yellow cab-entry handle, ergonomic dashboard controls, and optional back-up camera with seven-inch LCD color monitor.

Some safety items are more subtle and reflect how thoroughly the Reach's designers understand the needs of a commercial work truck. For example, the Reach's step-in is a mere 15-inches from the ground, enabling the average driver to easily enter and exit the vehicle. Likewise, the 80-inch-high interior work area and 50-percent wider aisle allow larger, taller drivers to safely and comfortably work upright inside the vehicle.

The Reach's 4JJ1-TC diesel engine is not just powerful, durable and economical -- it's also surprisingly quiet. In fact, it's substantially quieter than diesel engines found in current walk-in vans. This reduces driver fatigue, thus increasing driver safety.

Even the Reach's cab and windshield have been designed to increase visibility. Whereas traditional vans have a sizeable blind spot directly in front of them, Reach drivers can see the road as close as 106 inches away. Reach drivers have an expansive view when working in tight areas or on residential job sites.

Attention to detail is the hallmark of the Reach design -- especially when it comes to driver safety.

Reach is available in two models:

- 151" wheelbase: 12-foot body
- 151" wheelbase: 14-foot body



Low step-out. Optional step well liners shown.



Low step-in. Optional step well liners shown.

Reach for Applied Ergonomics

Ergonomics are just as important under the hood as they are in the cab. The engine compartment provides easy access to common maintenance items; wire routing and connections are conveniently placed, brake fluid, the high-capacity 1.2-gallon windshield washer fluid reservoir, fuse block and snap-fit battery cover are all, appropriately enough, within easy Reach.

The chassis design offers another plus: a tight turning radius that makes maneuvering the Reach quick and easy. In fact, the Reach offers the turning radius of a conventional cargo van—but with double the cargo capacity.



Front engine and component access under the hood.



Engine access from the cab area.



The brake fluid reservoir has an access panel with a viewing window. The park brake is left of the driver's controls.

Even the engine location was designed for maximum legroom,

allowing for easy driver ingress and egress.

Reach for Ingenious Design

The Reach offers a versatile interior space that can be tailored to your particular needs through a variety of vocational packages. These integrated vocational modules take full advantage of the Reach's impressive interior height and width and are engineered for quick and easy installation without drilling or additional body modifications.

Reconfiguration is as simple as installation. Vocational modules are designed with quick quarter-turn fasteners for ease of installation -- or removal -- in minutes.

The Reach offers maximum cargo capacity. By comparison, traditional cargo vans can lose up to 134 cubic feet of usable cargo area/shelving due to the large, curbside cargo doors that slide open for entry to the cargo area.

For some, the Reach's greatest competitive advantage is the clever flexibility of its interior design. Multiple design features maximize the Reach's vocational utility.

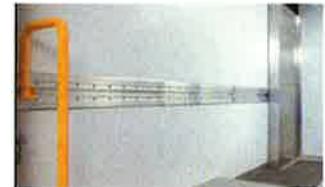
Reach vocational packages are available factory- or dealer-installed.



Versatile interior space with maximum cargo capacity.



Composite floor with slip-resistant vinyl floor overlay.



Track mounting accommodates a variety of vocational upfits.

Reach for Improved Driver Productivity

For safety, ease of use, flexibility, productivity, and lower overall cost of



operation, the Reach truly achieves new heights.

The engineers spent years devising ways to improve commercial vans and maximize delivery time-savings.

The driver cab sliding door requires less time to exit and enter the cargo area than vans with conventional hinged front doors.

The walk-through design keeps team members safe and out of the weather. Conventional cargo vans require the driver to exit the vehicle, walk around the vehicle, then re-enter through the side or rear doors. The Reach's unique walk-through configuration can save seconds per stop, minutes per day, and hours per month.



Reach for Greater Efficiency

Not all commercial vehicles provide long-term reliability and a cost of ownership with a true return on investment. Once again,



That's not just a promise. Of the more than 400,000 Isuzu-built diesel trucks sold in North America since 1986, more than 81 percent are still registered and in service today -- a testament to their strength and dependability.

The Reach's body has been designed to last as long as its engine. The materials used in the construction of each body panel have been carefully evaluated and selected for durability, impact resistance, functionality, corrosion resistance, thermal and sound insulation qualities and recyclability. Moreover, the Reach panels can be easily repaired and replaced.

In addition, the Reach features rear spring and energy-absorbing bumpers to reduce the chance of damage in minor collisions.

All of the Reach's body panels, including its rear doors, are crafted of durable composite materials that are inherently corrosion resistant.

In the event that replacement panels are required, they're supplied in the vehicle's final color and have been designed for quick removal and installation -- minimizing downtime.

the Reach
delivers.

Reach for the Benefits

The Reach offers you peace of mind with a three-year, unlimited-mileage Isuzu engine and drive-train limited **warranty** and the support of a nationwide network of more than 280 Isuzu dealers with factory-trained technicians and Isuzu's proven 98% engine parts fill rate.

Reach distances itself from other commercial vehicles, thanks to a van interior that is extremely quiet and driver efficient. The driver's seat is only one step from the cargo area, either a 12 ft. or 14 ft. walkthrough workspace.

Another important benefit -- inside the Reach are integrated "logistic track" quick attach tracks. They make it quick and easy to install popular vocational packages using simple quarter-turn fasteners -- allowing the Reach to quickly adapt to your existing or future business needs.

There has never been a commercial walk-in van like the economical, clean, capable, flexible, driver-friendly, durable Reach. The engineers wouldn't offer you anything less. Isuzu and Utilimaster have created this ground-breaking vehicle that will change what you will expect and demand of your commercial vans.

Put fuel
economy,
reduced
emissions,
convenience,
practicality,
productivity
and reliability
within your
fleet.



The optional rear view camera with overhead monitor eases reverse maneuvers and improves overall safety.



Collapsible side mirrors provide great angle of view.



Transmission selection dash mounted for unobstructed driver convenience.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF A 2014 ISUZU
COMMERCIAL VAN FOR GRAFFITI ABATEMENT
FROM DIESEL PERFORMANCE, INC.

=====

WHEREAS, Unit No. 04-148, a 2000 Dodge van used by Graffiti Abatement staff, has over 101,000 miles and has exceeded its useful life. The repair costs over the lifetime of the vehicle have been \$39,543. In addition, the CNG tank will expire and must be removed in January 2015, at an additional cost, in order to continue operation of the vehicle; and

WHEREAS, staff received the following three quotes:

<u>Vendor</u>	<u>Quote</u>
Diesel Performance, Inc.	\$68,275.60
Future Motors	\$68,689.86
North Valley Isuzu	\$69,613.86

WHEREAS, staff recommends replacing Unit No. 04-148 with a 2014 Isuzu commercial van from Diesel Performance, Inc., of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of a 2014 Isuzu commercial van for Graffiti Abatement from Diesel Performance, Inc., of Stockton, California, in the amount of \$68,276.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Bids for Purchase of Transformers from Central Moloney of Pine Bluff, Arkansas (\$8,310.60); HEES Enterprises of Astoria, Oregon (\$129,209.04); Howard Industries of Laurel, Mississippi (\$138,267); and Pacific Utilities of Concord (\$16,765.92)

MEETING DATE: December 17, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bids for the purchase of transformers from Central Moloney of Pine Bluff, Arkansas (\$8,310.60); HEES Enterprises of Astoria, Oregon (\$129,209.04); Howard Industries of Laurel, Mississippi (\$138,267); and Pacific Utilities of Corcord (\$16,765.92).

BACKGROUND INFORMATION: On November 19, 2014, the City Council authorized the advertisement of bids to replenish transformer inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids on November 22 and 26, 2014. On December 2, 2014, bids were opened with four suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached. Staff reviewed the proposals and deemed the following as the lowest responsive bids and compliant with the approved specifications.

<i>Commodity</i>	<i>Winning Bidder</i>	<i>Purchase Price</i>
(10) 37.5 kVA, 240/120 Volt, 1 Phase Pad	Howard Industries	\$ 14,569.20
(10) 50 kVA, 240/120 Volt, 1 Phase Pad	Howard Industries	\$ 16,664.40
(3) 75 kVA, 208Y/120 Volt, 3 Phase Pad	Howard Industries	\$ 12,755.88
(2) 112.5 kVA, 208Y/120 Volt, 3 Phase Pad	Howard Industries	\$ 9,981.36
(2) 225 kVA, 208Y/120 Volt, 3 Phase Pad	Pacific Utilities	\$ 16,765.92
(3) 300 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 24,458.76
(2) 500 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 22,163.76
(4) 225 kVA, 480/277 Volt, 3 Phase Pad	HEES Enterprises	\$ 28,624.32
(3) 500 kVA, 480/277 Volt, 3 Phase Pad	Howard Industries	\$ 16,640.64
(4) 1500 kVA, 480/277 Volt, 3 Phase Pad	Howard Industries	\$ 67,655.52
(15) 25 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 12,733.20
(10) 37.5 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 10,476.00
(25) 50 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 30,753.00
(5) 75 kVA, 120/240 Volt, 1 Phase Pole	Central Moloney	\$ 8,310.60

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Procurement cost is \$292,552.56. Total life-cycle cost is \$617,098.81.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 500.13496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer

EAK/HS/JLM/lst

EXHIBIT A - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014												
Transformer Bid Evaluation				Bid Opening: DEC 2, 2014								
Padmount and Pole Mount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss \$/watt: 1.25								
Bid Item 1: 37.5 kVA, 240/120 Volt, 1 Phase Pad						Number of units: 10		>= 1.5				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,566.00	15,660.00	16,912.80	79	430	2,962.50	5,375.00	8,337.50	25,250.30	10	26	1.700
HEES Enterprises	1,470.00	14,700.00	15,876.00	88	342	3,300.00	4,275.00	7,575.00	23,451.00	10	28	1.700
Howard Industries	1,349.00	13,490.00	14,569.20	92	373	3,450.00	4,662.50	8,112.50	22,681.70	8-10	26	2.000
Pacific Utilities	1,851.00	18,510.00	19,990.80	79	387	2,962.50	4,837.50	7,800.00	27,790.80	11	24	1.780
Bid Item 2: 50 kVA, 240/120 Volt, 1 Phase Pad						Number of units: 10		>= 1.6				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,676.00	16,760.00	18,100.80	103	523	3,862.50	6,537.50	10,400.00	28,500.80	10	26	1.850
HEES Enterprises	1,684.00	16,840.00	18,187.20	115	374	4,312.50	4,675.00	8,987.50	27,174.70	10	28	2.000
Howard Industries	1,543.00	15,430.00	16,664.40	116	448	4,350.00	5,600.00	9,950.00	26,614.40	8-10	26	1.800
Pacific Utilities	2,144.00	21,440.00	23,155.20	107	417	4,012.50	5,212.50	9,225.00	32,380.20	11	24	5.300
Bid Item 3: 75 kVA, 208Y/120 Volt, 3 Phase Pad						Number of units: 3		>= 2				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	8,155.00	24,465.00	26,422.20	94	1383	3,525.00	5,186.25	8,711.25	35,133.45	12	59	3.820
HEES Enterprises	4,439.00	13,317.00	14,382.36	177	1020	6,637.50	3,825.00	10,462.50	24,844.86	10	49	4.500
Howard Industries	3,937.00	11,811.00	12,755.88	192	903	7,200.00	3,386.25	10,586.25	23,342.13	8-10	49	2.300
Pacific Utilities	6,224.00	18,672.00	20,165.76	175	726	6,562.50	2,722.50	9,285.00	29,450.76	16	56	2.270
Bid Item 4: 112.5 kVA, 208Y/120 Volt, 3 Phase Pad						Number of units: 2		>= 2				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	8,984.00	17,968.00	19,405.44	265	998	9,937.50	2,495.00	12,432.50	31,837.94	12	65	3.290
HEES Enterprises	5,139.00	10,278.00	11,100.24	251	1124	9,412.50	2,810.00	12,222.50	23,322.74	10	49	3.900
Howard Industries	4,621.00	9,242.00	9,981.36	270	1182	10,125.00	2,955.00	13,080.00	23,061.36	8-10	50	2.300

EXHIBIT A. - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014

Transformer Bid Evaluation													Bid Opening: DEC 2, 2014	
Padmount and Pole Mount													Primary Windings:	
				Tax (factor): 1.08		Three-Phase, 12000 Volt, 60Hz, Delta Connected								
				No Load Loss \$/watt: 3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz								
				Load Loss \$/watt: 1.25										
Pacific Utilities	6,518.00	13,036.00	14,078.88	233	976	8,737.50	2,440.00	11,177.50	25,256.38	16	56	3.150		
Bid Item 5: 225 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		2			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	9,928.00	19,856.00	21,444.48	384	2146	14,400.00	5,365.00	19,765.00	41,209.48	12	59	3.540		
HEES Enterprises	6,687.00	13,374.00	14,443.92	430	1964	16,125.00	4,910.00	21,035.00	35,478.92	10	49	5.200		
Howard Industries	6,887.00	13,774.00	14,875.92	504	1674	18,900.00	4,185.00	23,085.00	37,960.92	8-10	56	3.700		
Pacific Utilities	7,762.00	15,524.00	16,765.92	360	1919	13,500.00	4,797.50	18,297.50	35,063.42	16	56	3.940		
Bid Item 6: 300 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		3			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	11,596.00	34,788.00	37,571.04	517	2542	19,387.50	9,532.50	28,920.00	66,491.04	12	59	3.610		
HEES Enterprises	7,549.00	22,647.00	24,458.76	512	2428	19,200.00	9,105.00	28,305.00	52,763.76	10	49	4.700		
Howard Industries	7,957.00	23,871.00	25,780.68	583	2349	21,862.50	8,808.75	30,671.25	56,451.93	8-10	53	3.800		
Pacific Utilities	9,021.00	27,063.00	29,228.04	427	2530	16,012.50	9,487.50	25,500.00	54,728.04	16	56	3.900		
Bid Item 7: 500 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		2			>= 4	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	16,076.00	32,152.00	34,724.16	610	4901	22,875.00	12,252.50	35,127.50	69,851.66	12	59	4.450		
HEES Enterprises	10,261.00	20,522.00	22,163.76	656	4197	24,600.00	10,492.50	35,092.50	57,256.26	10	49	5.500		
Howard Industries	11,647.00	23,294.00	25,157.52	891	3798	33,412.50	9,495.00	42,907.50	68,065.02	8-10	67	4.600		
Pacific Utilities	11,239.00	22,478.00	24,276.24	813	3963	30,487.50	9,907.50	40,395.00	64,671.24	16	60	5.200		
Bid Item 8: 225 kVA, 480/277 Volt, 3 Phase Pad								Number of units:		4			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	9,708.00	38,832.00	41,938.56	361	2101	13,537.50	10,505.00	24,042.50	65,981.06	12	59	3.680		
HEES Enterprises	6,626.00	26,504.00	28,624.32	426	1625	15,975.00	8,125.00	24,100.00	52,724.32	10	49	4.700		
Howard Industries	5,999.00	23,996.00	25,915.68	474	1953	17,775.00	9,765.00	27,540.00	53,455.68	8-10	56	4.200		
Pacific Utilities	7,619.00	30,476.00	32,914.08	352	1791	13,200.00	8,955.00	22,155.00	55,069.08	16	56	4.040		
Bid Item 9: 500 kVA, 480/277 Volt, 3 Phase Pad								Number of units:		3			>= 4	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	13,574.00	40,722.00	43,979.76	701	4049	26,287.50	15,183.75	41,471.25	85,451.01	12	59	4.370		
HEES Enterprises	9,795.00	29,385.00	31,735.80	719	3189	26,962.50	11,958.75	38,921.25	70,657.05	10	49	4.700		

EXHIBIT A. - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014												
Transformer Bid Evaluation				Bid Opening: DEC 2, 2014								
Padmount and Pole Mount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss \$/watt: 1.25								
Howard Industries	5,136.00	15,408.00	16,640.64	865	3477	32,437.50	13,038.75	45,476.25	62,116.89	8-10	67	4.300
Pacific Utilities	10,676.00	32,028.00	34,590.24	747	4047	28,012.50	15,176.25	43,188.75	77,778.99	16	60	5.430
Bid Item 10: 1500 kVA, 480/277 Volt, 3 Phase Pad								Number of units: 4		>= 5.3		
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	29,078.00	116,312.00	125,616.96	1473	10598	55,237.50	52,990.00	108,227.50	233,844.46	12	73	5.460
HEES Enterprises	19,961.00	79,844.00	86,231.52	1712	8677	64,200.00	43,385.00	107,585.00	193,816.52	10	63	5.900
Howard Industries	15,661.00	62,644.00	67,655.52	1511	6303	56,662.50	31,515.00	88,177.50	155,833.02	8-10	66	6.000
Pacific Utilities	21,719.00	86,876.00	93,826.08	1879	9043	70,462.50	45,215.00	115,677.50	209,503.58	16	72	6.140
Bid Item 11: 25 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 15				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	988.00	14,820.00	16,005.60	68	291	2,550.00	5,456.25	8,006.25	24,011.85	10	36	1.820
HEES Enterprises	786.00	11,790.00	12,733.20	60	302	2,250.00	5,662.50	7,912.50	20,645.70	10	32	1.800
Howard Industries	898.00	13,470.00	14,547.60	71	252	2,662.50	4,725.00	7,387.50	21,935.10	8-10	32	1.700
Pacific Utilities	877.00	13,155.00	14,207.40	69	277	2,587.50	5,193.75	7,781.25	21,988.65	10	32	1.970
Bid Item 12: 37.5 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 10				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,172.00	11,720.00	12,657.60	86	357	3,225.00	4,462.50	7,687.50	20,345.10	10	39	1.660
HEES Enterprises	970.00	9,700.00	10,476.00	82	393	3,075.00	4,912.50	7,987.50	18,463.50	10	34	1.700
Howard Industries	1,118.00	11,180.00	12,074.40	100	344	3,750.00	4,300.00	8,050.00	20,124.40	8-10	35	2.400
Pacific Utilities	996.00	9,960.00	10,756.80	74	460	2,775.00	5,750.00	8,525.00	19,281.80	10	38	2.390
Bid Item 13: 50 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 25				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,226.00	30,650.00	33,102.00	125	444	4,687.50	13,875.00	18,562.50	51,664.50	10	39	1.590
HEES Enterprises	1,139.00	28,475.00	30,753.00	110	438	4,125.00	13,687.50	17,812.50	48,565.50	10	36	1.800
Howard Industries	1,293.00	32,325.00	34,911.00	125	427	4,687.50	13,343.75	18,031.25	52,942.25	8-10	35	2.300

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING BIDS FOR THE PURCHASE OF TRANSFORMERS FROM CENTRAL MOLONEY OF PINE BLUFF, ARKANSAS; HEES ENTERPRISES, OF ASTORIA, OREGON; HOWARD INDUSTRIES, OF LAUREL, MISSISSIPPI; AND PACIFIC UTILITIES, OF CONCORD.

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on December 2, 2014, at 11:00 a.m. for the purchase of transformers for the Electric Utility, described in the specifications therefore approved by the City Council on November 19, 2014; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager, as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specification with the lowest estimated life-cycle costs are shown below:

<i>Commodity</i>	<i>Winning Bidder</i>	<i>Purchase Price</i>
(10) 37.5 kVA, 240/120 Volt, 1 Phase Pad	Howard Industries	\$ 14,569.20
(10) 50 kVA, 240/120 Volt, 1 Phase Pad	Howard Industries	\$ 16,664.40
(3) 75 kVA, 208Y/120 Volt, 3 Phase Pad	Howard Industries	\$ 12,755.88
(2) 112.5 kVA, 208Y/120 Volt, 3 Phase Pad	Howard Industries	\$ 9,981.36
(2) 225 kVA, 208Y/120 Volt, 3 Phase Pad	Pacific Utilities	\$ 16,765.92
(3) 300 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 24,458.76
(2) 500 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 22,163.76
(4) 225 kVA, 480/277 Volt, 3 Phase Pad	HEES Enterprises	\$ 28,624.32
(3) 500 kVA, 480/277 Volt, 3 Phase Pad	Howard Industries	\$ 16,640.64
(4) 1500 kVA, 480/277 Volt, 3 Phase Pad	Howard Industries	\$ 67,655.52
(15) 25 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 12,733.20
(10) 37.5 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 10,476.00
(25) 50 kVA, 120/240 Volt, 1 Phase Pole	HEES Enterprises	\$ 30,753.00
(5) 75 kVA, 120/240 Volt, 1 Phase Pole	Central Moloney	\$ 8,310.60

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bids for the purchase of transformers, as shown above, in the amount of \$292,552.56.

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
 City Clerk

EXHIBIT A - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014												
Transformer Bid Evaluation				Bid Opening: DEC 2, 2014								
Padmount and Pole Mount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss \$/watt: 1.25								
Bid Item 1: 37.5 kVA, 240/120 Volt, 1 Phase Pad						Number of units: 10		>= 1.5				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,566.00	15,660.00	16,912.80	79	430	2,962.50	5,375.00	8,337.50	25,250.30	10	26	1.700
HEES Enterprises	1,470.00	14,700.00	15,876.00	88	342	3,300.00	4,275.00	7,575.00	23,451.00	10	28	1.700
Howard Industries	1,349.00	13,490.00	14,569.20	92	373	3,450.00	4,662.50	8,112.50	22,681.70	8-10	26	2.000
Pacific Utilities	1,851.00	18,510.00	19,990.80	79	387	2,962.50	4,837.50	7,800.00	27,790.80	11	24	1.780
Bid Item 2: 50 kVA, 240/120 Volt, 1 Phase Pad						Number of units: 10		>= 1.6				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,676.00	16,760.00	18,100.80	103	523	3,862.50	6,537.50	10,400.00	28,500.80	10	26	1.850
HEES Enterprises	1,684.00	16,840.00	18,187.20	115	374	4,312.50	4,675.00	8,987.50	27,174.70	10	28	2.000
Howard Industries	1,543.00	15,430.00	16,664.40	116	448	4,350.00	5,600.00	9,950.00	26,614.40	8-10	26	1.800
Pacific Utilities	2,144.00	21,440.00	23,155.20	107	417	4,012.50	5,212.50	9,225.00	32,380.20	11	24	5.300
Bid Item 3: 75 kVA, 208Y/120 Volt, 3 Phase Pad						Number of units: 3		>= 2				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	8,155.00	24,465.00	26,422.20	94	1383	3,525.00	5,186.25	8,711.25	35,133.45	12	59	3.820
HEES Enterprises	4,439.00	13,317.00	14,382.36	177	1020	6,637.50	3,825.00	10,462.50	24,844.86	10	49	4.500
Howard Industries	3,937.00	11,811.00	12,755.88	192	903	7,200.00	3,386.25	10,586.25	23,342.13	8-10	49	2.300
Pacific Utilities	6,224.00	18,672.00	20,165.76	175	726	6,562.50	2,722.50	9,285.00	29,450.76	16	56	2.270
Bid Item 4: 112.5 kVA, 208Y/120 Volt, 3 Phase Pad						Number of units: 2		>= 2				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	8,984.00	17,968.00	19,405.44	265	998	9,937.50	2,495.00	12,432.50	31,837.94	12	65	3.290
HEES Enterprises	5,139.00	10,278.00	11,100.24	251	1124	9,412.50	2,810.00	12,222.50	23,322.74	10	49	3.900
Howard Industries	4,621.00	9,242.00	9,981.36	270	1182	10,125.00	2,955.00	13,080.00	23,061.36	8-10	50	2.300

EXHIBIT A. - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014

Transformer Bid Evaluation													Bid Opening: DEC 2, 2014	
Padmount and Pole Mount													Primary Windings:	
				Tax (factor): 1.08		Three-Phase, 12000 Volt, 60Hz, Delta Connected								
				No Load Loss \$/watt: 3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz								
				Load Loss \$/watt: 1.25										
Pacific Utilities	6,518.00	13,036.00	14,078.88	233	976	8,737.50	2,440.00	11,177.50	25,256.38	16	56	3.150		
Bid Item 5: 225 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		2			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	9,928.00	19,856.00	21,444.48	384	2146	14,400.00	5,365.00	19,765.00	41,209.48	12	59	3.540		
HEES Enterprises	6,687.00	13,374.00	14,443.92	430	1964	16,125.00	4,910.00	21,035.00	35,478.92	10	49	5.200		
Howard Industries	6,887.00	13,774.00	14,875.92	504	1674	18,900.00	4,185.00	23,085.00	37,960.92	8-10	56	3.700		
Pacific Utilities	7,762.00	15,524.00	16,765.92	360	1919	13,500.00	4,797.50	18,297.50	35,063.42	16	56	3.940		
Bid Item 6: 300 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		3			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	11,596.00	34,788.00	37,571.04	517	2542	19,387.50	9,532.50	28,920.00	66,491.04	12	59	3.610		
HEES Enterprises	7,549.00	22,647.00	24,458.76	512	2428	19,200.00	9,105.00	28,305.00	52,763.76	10	49	4.700		
Howard Industries	7,957.00	23,871.00	25,780.68	583	2349	21,862.50	8,808.75	30,671.25	56,451.93	8-10	53	3.800		
Pacific Utilities	9,021.00	27,063.00	29,228.04	427	2530	16,012.50	9,487.50	25,500.00	54,728.04	16	56	3.900		
Bid Item 7: 500 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		2			>= 4	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	16,076.00	32,152.00	34,724.16	610	4901	22,875.00	12,252.50	35,127.50	69,851.66	12	59	4.450		
HEES Enterprises	10,261.00	20,522.00	22,163.76	656	4197	24,600.00	10,492.50	35,092.50	57,256.26	10	49	5.500		
Howard Industries	11,647.00	23,294.00	25,157.52	891	3798	33,412.50	9,495.00	42,907.50	68,065.02	8-10	67	4.600		
Pacific Utilities	11,239.00	22,478.00	24,276.24	813	3963	30,487.50	9,907.50	40,395.00	64,671.24	16	60	5.200		
Bid Item 8: 225 kVA, 480/277 Volt, 3 Phase Pad								Number of units:		4			>= 3.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	9,708.00	38,832.00	41,938.56	361	2101	13,537.50	10,505.00	24,042.50	65,981.06	12	59	3.680		
HEES Enterprises	6,626.00	26,504.00	28,624.32	426	1625	15,975.00	8,125.00	24,100.00	52,724.32	10	49	4.700		
Howard Industries	5,999.00	23,996.00	25,915.68	474	1953	17,775.00	9,765.00	27,540.00	53,455.68	8-10	56	4.200		
Pacific Utilities	7,619.00	30,476.00	32,914.08	352	1791	13,200.00	8,955.00	22,155.00	55,069.08	16	56	4.040		
Bid Item 9: 500 kVA, 480/277 Volt, 3 Phase Pad								Number of units:		3			>= 4	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance		
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%		
Central Moloney Inc.	13,574.00	40,722.00	43,979.76	701	4049	26,287.50	15,183.75	41,471.25	85,451.01	12	59	4.370		
HEES Enterprises	9,795.00	29,385.00	31,735.80	719	3189	26,962.50	11,958.75	38,921.25	70,657.05	10	49	4.700		

EXHIBIT A. - PAD MOUNTED AND POLE MOUNTED TRANSFORMER BID EVALUATION DEC 2, 2014												
Transformer Bid Evaluation				Bid Opening: DEC 2, 2014								
Padmount and Pole Mount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss \$/watt: 1.25								
Howard Industries	5,136.00	15,408.00	16,640.64	865	3477	32,437.50	13,038.75	45,476.25	62,116.89	8-10	67	4.300
Pacific Utilities	10,676.00	32,028.00	34,590.24	747	4047	28,012.50	15,176.25	43,188.75	77,778.99	16	60	5.430
Bid Item 10: 1500 kVA, 480/277 Volt, 3 Phase Pad								Number of units: 4		>= 5.3		
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	29,078.00	116,312.00	125,616.96	1473	10598	55,237.50	52,990.00	108,227.50	233,844.46	12	73	5.460
HEES Enterprises	19,961.00	79,844.00	86,231.52	1712	8677	64,200.00	43,385.00	107,585.00	193,816.52	10	63	5.900
Howard Industries	15,661.00	62,644.00	67,655.52	1511	6303	56,662.50	31,515.00	88,177.50	155,833.02	8-10	66	6.000
Pacific Utilities	21,719.00	86,876.00	93,826.08	1879	9043	70,462.50	45,215.00	115,677.50	209,503.58	16	72	6.140
Bid Item 11: 25 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 15				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	988.00	14,820.00	16,005.60	68	291	2,550.00	5,456.25	8,006.25	24,011.85	10	36	1.820
HEES Enterprises	786.00	11,790.00	12,733.20	60	302	2,250.00	5,662.50	7,912.50	20,645.70	10	32	1.800
Howard Industries	898.00	13,470.00	14,547.60	71	252	2,662.50	4,725.00	7,387.50	21,935.10	8-10	32	1.700
Pacific Utilities	877.00	13,155.00	14,207.40	69	277	2,587.50	5,193.75	7,781.25	21,988.65	10	32	1.970
Bid Item 12: 37.5 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 10				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,172.00	11,720.00	12,657.60	86	357	3,225.00	4,462.50	7,687.50	20,345.10	10	39	1.660
HEES Enterprises	970.00	9,700.00	10,476.00	82	393	3,075.00	4,912.50	7,987.50	18,463.50	10	34	1.700
Howard Industries	1,118.00	11,180.00	12,074.40	100	344	3,750.00	4,300.00	8,050.00	20,124.40	8-10	35	2.400
Pacific Utilities	996.00	9,960.00	10,756.80	74	460	2,775.00	5,750.00	8,525.00	19,281.80	10	38	2.390
Bid Item 13: 50 kVA, 120/240 Volt, 1 Phase Pole								Number of units: 25				
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Central Moloney Inc.	1,226.00	30,650.00	33,102.00	125	444	4,687.50	13,875.00	18,562.50	51,664.50	10	39	1.590
HEES Enterprises	1,139.00	28,475.00	30,753.00	110	438	4,125.00	13,687.50	17,812.50	48,565.50	10	36	1.800
Howard Industries	1,293.00	32,325.00	34,911.00	125	427	4,687.50	13,343.75	18,031.25	52,942.25	8-10	35	2.300



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Northern Plume Monitoring Well Installation Project to Applied Water Resources, of Alameda (\$169,900) and Appropriating Funds (\$12,000)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Northern Plume Monitoring Wells Installation Project to Applied Water Resources, of Alameda, in the amount of \$169,900 and appropriating funds in the amount of \$12,000.

BACKGROUND INFORMATION: The *Lodi Northern Plume – Hydrogeology and Groundwater Monitoring, Proposed Northern Plume Monitoring Well Location Technical Memorandum* was prepared in June 2014 by Langan Treadwell Rollo and submitted to the Regional Water Quality Control Board (Board) for review and approval. The technical memorandum discussed past investigations in the Northern Plume area and proposed the location for the first monitoring well in the Northern Plume area.

The Northern Plume area is generally bound by Turner Road to the north, Washington Street to the east, Pleasant Avenue to the west, and Elm Street to the south, and includes a combination of residential, commercial, industrial, and municipal land use. Between 1987 and the early 2000's, groundwater sampling (at depths generally less than 100 feet below ground) identified concentrations of trichloroethene (TCE), perchloroethene (PCE), and other contaminants of concern. Recent modeling simulations indicate the plume is migrating downwardly and in a south-southeasterly direction. The purpose of the new monitoring well is to provide additional data on the lateral and vertical extent of groundwater contamination associated with the Lodi Northern Plume.

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

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

The monitoring program will allow us to track PCE and TCE in the groundwater, which will guide future remediation efforts, if necessary.

APPROVED: _____
Stephen Schwabauer, City Manager

Plans and specifications for this project were approved on October 15, 2014. The City received the following four bids for this project on November 13, 2014.

Bidder	Location	Bid
Engineer's Estimate		\$152,000
Applied Water Resources	Alameda	\$169,900
Gregg Drilling and Testing	Martinez	\$196,486
Neil O. Anderson & Associates	Lodi	\$220,000
Bonkowski & Associates	Emeryville	\$225,000

Total project cost of \$212,000 will cover the contract cost and contingencies, as well as engineering and inspection for the project.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE:	Northern Plume Fund (59399000.77020)	\$200,000
	Requested Appropriation:	
	Northern Plume Fund (59399000.77020)	\$12,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/smh
Attachments

cc: City Engineer/Deputy Public Works Director
Senior Civil Engineer
Applied Water Resources
Gregg Drilling & Testing

**NORTHERN PLUME MONITORING WELL
INSTALLATION PROJECT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and APPLIED WATER RESOURCES CORP., herein referred to as the "Contractor."

W I T N E S S E T H :

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

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

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans

The July 1992 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

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

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

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

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

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

The work consists of installing a nested groundwater monitoring well at location shown on the vicinity map in the project specifications. Contractor will be required to obtain all permits associated with monitoring well construction and will include a California-licensed Professional Geologist or Engineer. The work includes collecting groundwater samples and procuring analyses from a State certified lab as outlined in the project specifications. This project is being completed under the regulatory oversight of the California Regional Water Quality Control Board, Central Valley Region (RWQCB). The monitoring well shall be constructed in accordance with California and San Joaquin County Well Standards. The well shall be constructed as a nested monitoring well.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization/ Demobilization/Cleanup	LS	1	\$ 12,500.00	\$12,500.00
2.	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
3.	Testing and Reporting	LS	1	\$ 10,000.00	\$10,000.00
4.	Drill Monitoring Well	LS	1	\$121,500.00	\$121,500.00
5.	Well Development	Hour	32	\$ 200.00	\$ 6,400.00

6.	Dispose Hazardous Waste	TON	40	\$ 225.00	\$ 9,000.00
7.	Dispose Designated Waste	TON	40	\$ 200.00	\$ 8,000.00
				TOTAL	\$169,900.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE NORTHERN PLUME MONITORING WELL INSTALLATION PROJECT AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 13, 2014, at 11:00 a.m., for the Northern Plume Monitoring Well Installation Project, described in the specifications therefore approved by the City Council on October 15, 2014; and

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

Bidder	Bid
Applied Water Resources	\$169,900
Gregg Drilling and Testing	\$196,486
Neil O. Anderson & Associates	\$220,000
Bonkowski & Associates	\$225,000

WHEREAS, staff recommends awarding the contract for the Northern Plume Monitoring Well Installation Project, to the lowest bidder, Applied Water Resources, of Alameda, in the amount of \$169,900.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Northern Plume Monitoring Well Installation Project, to the lowest bidder, Applied Water Resources, of Alameda, California, in the amount of \$169,900; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$12,000 be appropriated from the Northern Plume Fund for this project.

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Lake Storm Drain Outfall Improvement Project to Diede Construction Inc., of Woodbridge (\$63,120) and Appropriating Funds (\$60,000)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Lodi Lake Storm Drain Outfall Improvement Project to Diede Construction Inc., of Woodbridge, in the amount of \$63,120 and appropriating funds in the amount of \$60,000.

BACKGROUND INFORMATION: This project consists of replacing the existing storm drain outfall pipe and constructing a new concrete outfall structure for the existing Lodi Lake storm drain pump station as presented in Exhibit A. The improvements include trenching, installation of approximately 56 linear feet of 54-inch diameter storm drain pipe, concrete outfall structure, and other incidental and related work, all as shown on the plans and specifications for the project.

The existing corrugated steel pipe is severely corroded and will be replaced with reinforced concrete pipe. The new pipe is expected to last more than 70 years. Because the project will need to be completed when Lodi Lake is empty, staff will coordinate with Woodbridge Irrigation District to have the pipe constructed in the period between the first of February, and February 26, 2015, when the lake is drained for maintenance.

An additional element of this includes replacing an existing 48-inch slide gate which is broken and cannot be operated. This project will remove the old slide gate and replaced with a new aluminum slide gate. In order to maintain the schedule, the new slide gate was purchased by the City in advance of contract award.

Plans and specifications for this project were approved on October 15, 2014. The City received the following three bids for this project on November 20, 2014.

Bidder	Location	Bid
Engineer's Estimate		\$ 70,650
Diede Construction Inc.	Woodbridge	\$ 63,120
Conco West Inc.	Manteca	\$ 82,572
Pacific Underground Services	Martinez	\$ 94,420

Part of the project is included in the FY14/15 budget for \$40,000. The appropriation of \$60,000 covers the separate purchase of the slide gate (\$5,816), the contract, engineering, inspection and project contingencies.

APPROVED: _____
Stephen Schwabauer, City Manager

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

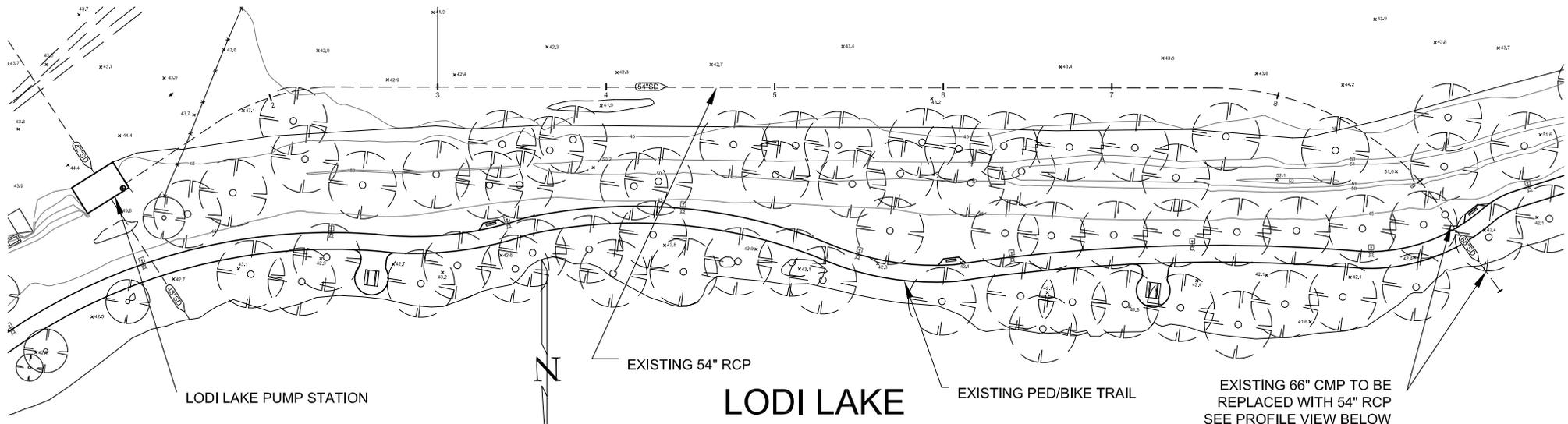
FUNDING AVAILABLE:

Requested Appropriation:	Lodi Lake Storm Drain Pipe (53199000.77020)	\$40,000
	Wastewater Capital Fund (53199000.77020)	\$60,000

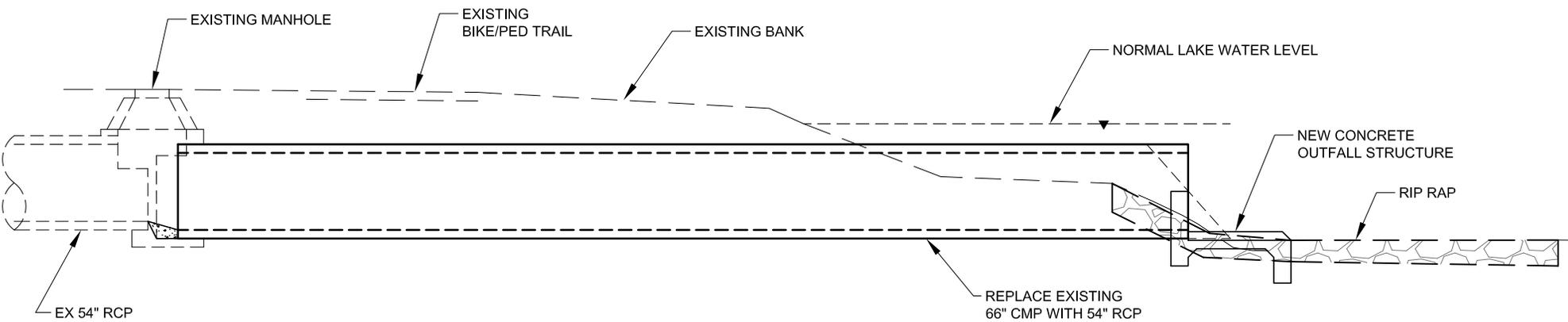
Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/smh
Attachment
cc: City Engineer – Swimley
Utility Superintendent
Senior Civil Engineer
Diede Construction



PLAN VIEW



PROFILE VIEW

EXHIBIT A

**LODI LAKE STORM DRAIN OUTFALL
IMPROVEMENT PROJECT**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

Perform the work necessary to trench and install 56 lineal feet of 54-inch Class III reinforced concrete pipe, concrete outfall structures, 48-inch aluminum slide gate, and other incidental and related work, all as shown on the plans and specifications for "Lodi Lake Storm Drain Outfall Improvement Project, 1101 West Turner Road".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization	LS	1	\$ 4,512.00	\$ 4,512.00
3.	Clearing and Grubbing	LS	1	\$ 1,522.80	\$ 1,522.80
3.	Additional Class II AB	CY	6	\$ 354.85	\$ 2,129.10
4.	Excavation Safety	LS	1	\$ 1,692.00	\$ 1,692.00
5.	Remove 48-inch Slide Gate	LS	1	\$ 895.35	\$ 895.35
6.	Install 48-inch Slide Gate	LS	1	\$ 1,170.30	\$ 1,170.30

7.	Cofferdam	LS	1	\$ 4,737.60	\$ 4,737.60
8.	Abandon 66-Inch CMP	LS	1	\$ 4,105.92	\$ 4,105.92
9.	54-Inch Storm Drain Pipe	LF	56	\$ 503.57	\$28,199.92
10.	Outfall Structure	LS	1	\$ 8,086.35	\$ 8,086.35
11.	Rip Rap	CY	17	\$ 356.98	\$ 6,068.66
				TOTAL	\$63,120.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 10 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 11/20/14
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	531		32205	Fund Balance	\$ 60,000.00
B. USE OF FINANCING	531	53199000	77020	Lodi Lake Storm	\$ 60,000.00

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

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

Contract award to Diede Construction for the Lodi Lake Storm Water Outfall Improvement Project.

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

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

Department Head Signature: Alvany Sanchez

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT FOR THE LODI LAKE STORM DRAIN OUTFALL
IMPROVEMENT PROJECT, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 20, 2014, at 11:00 a.m., for the Lodi Lake Storm Drain Outfall Improvement Project, described in the specifications therefore approved by the City Council on October 15, 2014; and

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

Bidder	Bid
Diede Construction, Inc.	\$ 63,120
Conco West, Inc.	\$ 82,572
Pacific Underground Services	\$ 94,420

WHEREAS, staff recommends awarding the contract for the Lodi Lake Storm Drain Outfall Improvement Project, to the lowest bidder, Diede Construction, Inc., of Woodbridge, in the amount of \$63,120.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Lake Storm Drain Outfall Improvement Project to the lowest bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$63,120; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$60,000 be appropriated for the project from the Wastewater Capital Fund.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for City Hall Boiler Replacement Project to Wagner Mechanical, Inc., of Linden (\$49,373)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for City Hall Boiler Replacement Project to Wagner Mechanical, Inc., of Linden, in the amount of \$49,373.

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

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

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

Plans and specifications for this project were approved on October 15, 2014. The City received the following three bids for this project on November 19, 2014.

Bidder	Location	Bid
Engineer's Estimate		\$ 50,000
Wagner Mechanical, Inc.	Linden	\$ 49,373
Comfort Air, Inc.	Stockton	\$ 49,779
Champion Industrial Contractors, Inc.	Modesto	\$ 65,221

FISCAL IMPACT: Replacing the boiler will reduce heating costs and minimize ongoing maintenance.

FUNDING AVAILABLE: Budgeted FY 2014/15 Operations (PWFM-BLDG) - \$50,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager

**CITY HALL BOILER REPLACEMENT
221 West Pine Street**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

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

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

The work consists of removing and replacing the existing City Hall boiler and other incidental and related work, all as described in the specifications for the above project.

See Section 6-07 "Description of Bid Items" of the Special Provisions for additional information.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove and Replace Boiler	LS	1	\$ 46,373.00	\$46,373.00
2.	Asbestos Abatement Allowance	LS	1	\$ 3,000.00	\$ 3,000.00
				TOTAL	\$ 49,373.00

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

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

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All

labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

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

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT FOR THE CITY HALL
BOILER REPLACEMENT PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 19, 2014, at 11:00 a.m., for the City Hall Boiler Replacement Project, described in the specifications therefore approved by the City Council on October 15, 2014; and

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

Bidder	Bid
Wagner Mechanical, Inc.	\$ 49,373
Comfort Air, Inc.	\$ 49,779
Champion Industrial Contractors, Inc.	\$ 65,221

WHEREAS, staff recommends awarding the contract for the City Hall Boiler Replacement Project to the lowest bidder, Wagner Mechanical, Inc., of Linden, in the amount of \$49, 373.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City Hall Boiler Replacement Project, to the lowest bidder, Wagner Mechanical, Inc., of Linden, California, in the amount of \$49,373; and

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

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Accepting Improvements at Pixley Park (C-Basin) and Authorizing City Manager to Execute Land Exchange Documents

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements at Pixley Park (C-Basin) and authorizing City Manager to execute land exchange documents.

BACKGROUND INFORMATION: The City and the developer, GFLIP III, L. P., entered into a land exchange agreement in December 2004 (Resolution No. 2004-248) per City Council's direction. As shown on Exhibits A and B, the land exchange agreement adjusts the property lines to reconfigure the Pixley Park (C-Basin) to allow development of the park site per the approved Pixley Park Conceptual Plan.

As part of the land exchange agreement, the developer agreed to construct all the required frontage improvements fronting the proposed park site on Auto Center Drive, excavate the basin to conform to the final grading of the future park layout, and install irrigation and slope stabilization improvements per the executed improvement agreement. The executed agreements and subsequent agreement addenda gave the developer until December 31, 2014 to complete the obligations of the agreement.

The developer's contractor has completed the required public improvements and has excavated the entire basin in conformance with the approved public improvement plans. While not needed at this time, the park irrigation improvements will require a booster pump upon build-out of the park facilities. The developer has agreed to submit a one-time payment of \$50,000 prior to executing the land exchange documents in lieu of installing the booster pump at this time. The developer is required to provide warranty work for two years beginning on the date of Council acceptance on the installed improvements and has provided the necessary securities for the warranty work.

The developer has also prepared the necessary parcel maps and lot line adjustment for the property exchanged to conform to the final configuration of the Pixley Park site. The final City-owned property will be free of all liens and taxes, as required per the Land Exchange Agreement.

FISCAL IMPACT: There will be no direct fiscal impact for the first two years on the maintenance of the basin, which is under the warranty work. There will be a slight increase starting in the third year, as part of the on-going maintenance cost.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/smh

Attachments:

cc:

GFLIP III, L. P.

Utility Superintendent – PW

Senior Civil Engineer

Park Superintendent

City Engineer/Deputy Public Works Director

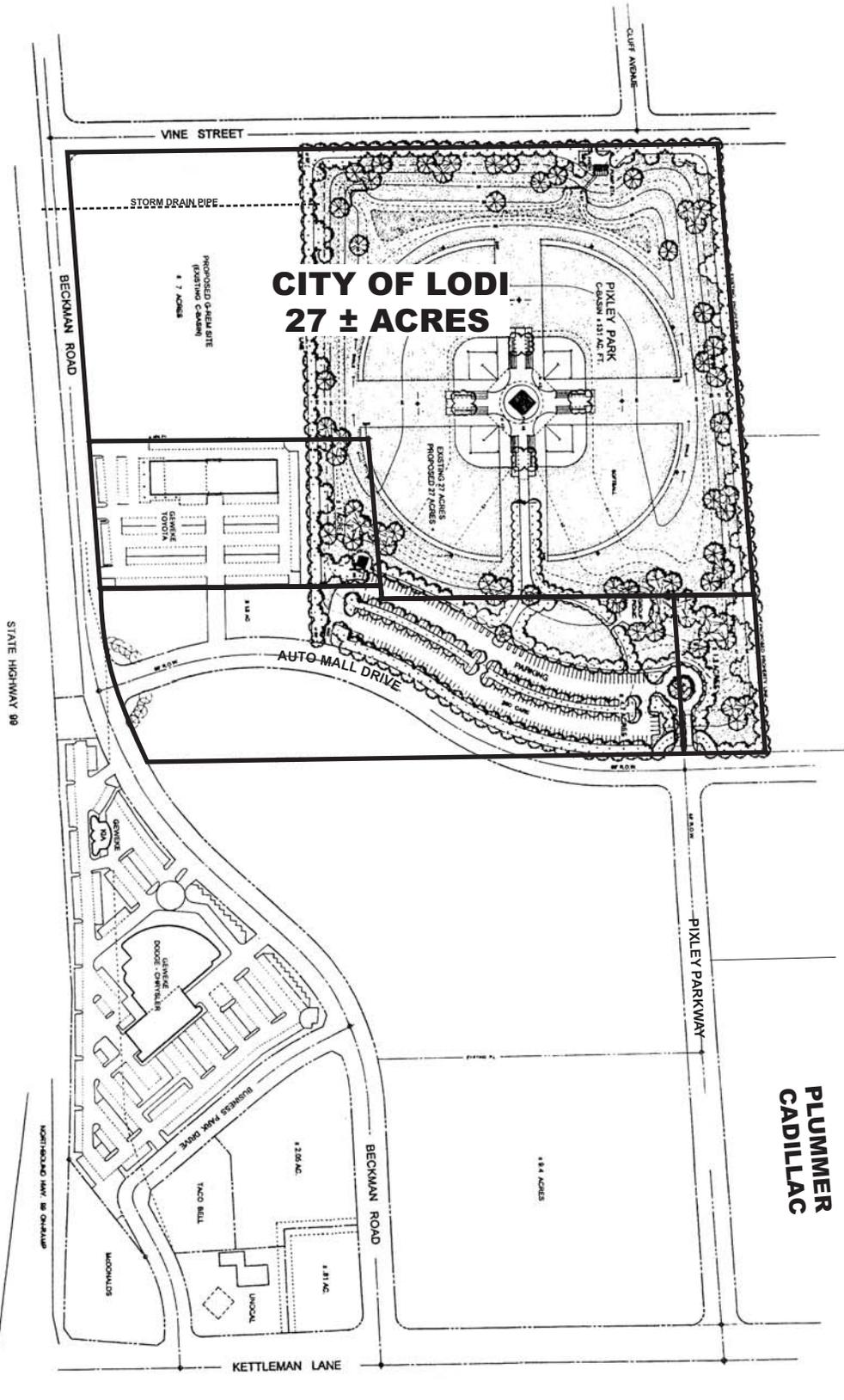
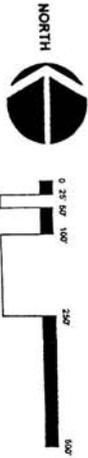
APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI
PUBLIC WORKS DEPARTMENT

EXHIBIT A

EXISTING LOT LINES



**PLUMMER
CADILLAC**

CONCEPTUAL MASTER PLAN
Pixley Park - Geweke Auto Mall

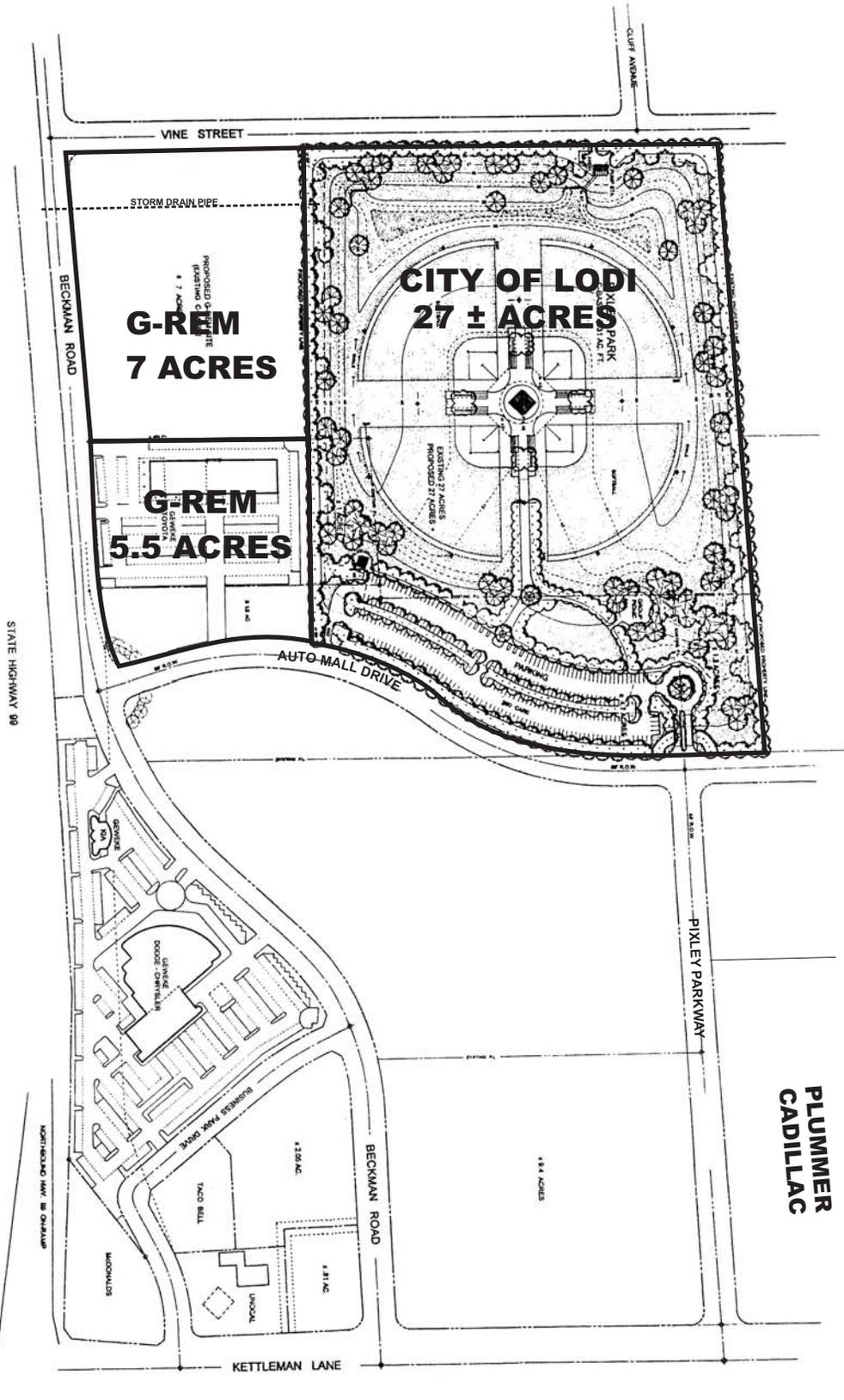
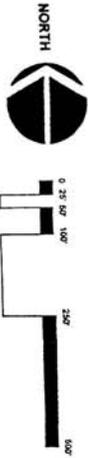
G-REM, INC. City of Lodi California
Lawrence A. Nordstrom, ASLA Landscape Architect

July 2003



CITY OF LODI
PUBLIC WORKS DEPARTMENT

EXHIBIT B
PROPOSED PROPERTY LINES



CONCEPTUAL MASTER PLAN
Pixley Park - Geweke Auto Mall
G-REM, INC. City of Lodi California
Lawrence A. Nordstrom, ASLA Landscape Architect July 2003

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
IMPROVEMENTS AT PIXLEY PARK (C-BASIN) AND AUTHORIZING
THE CITY MANAGER TO EXECUTE LAND EXCHANGE DOCUMENTS

=====

WHEREAS, the City and the developer, GFLIP III, L. P., entered into a land exchange agreement in December 2004 (Resolution No. 2004 248). The land exchange agreement adjusts the property lines to reconfigure Pixley Park (C-Basin) to allow development of the park site per the approved Pixley Park Conceptual Plan; and

WHEREAS, the developer agreed to construct all the required frontage improvements fronting the proposed park site on Auto Center Drive, excavate the basin to conform to the final grading of the future park layout, and install slope stabilization improvements per the executed improvement agreement. The developer's contractor has completed the required public improvements and has excavated the entire basin in conformance with the approved public improvement plans; and

WHEREAS, the developer is required to provide warranty work for two years beginning on the date of Council acceptance on the installed improvements and has provided the necessary securities for the warranty work; and

WHEREAS, the developer has also prepared the necessary parcel maps and lot line adjustment for the property exchanged to conform to the final configuration of the Pixley Park site. The final City-owned property will be free of all liens and taxes, as required per the land exchange agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept improvements at Pixley Park (C-Basin) and hereby authorizes the City Manager to execute land exchange documents.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with KPFF Consulting Engineers, of Roseville, for Engineering Design Services for the Municipal Utility Services Transit Bus Wash Project (\$56,134)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with KPFF Consulting Engineers, of Roseville, for engineering design services for the Municipal Utility Services Transit Bus Wash Project in the amount of \$56,134.

BACKGROUND INFORMATION: As part of the Fiscal Year 2014/15 budget, City Council approved funding for the design and installation of a proposed transit bus wash system to be located in the existing wash bay at Municipal Utility Services. This project was included in the updated Short Range Transit Plan accepted by Council in September 2013.

The existing wash bay is an open bay used by City staff to remove debris from the street sweeper and other City vehicles with standard water hoses. The proposed transit bus wash project includes modifications to the existing wash bay and adjacent area by installing a fixed gantry drive through wash system, water storage tank, water recycling system, and detergent containers. The project will provide a multi-use wash bay suitable for washing buses, heavy-duty maintenance vehicles, and light-duty vehicles. The water recycling system will save water while reducing discharges to the wastewater system.

The scope of work for this project includes design, preparation of construction documents, and engineering support during the bidding process. Requests for proposals were initially solicited in June 2014; however, City staff received only one proposal from KPFF Consulting Engineers. To assure full and open competition, requests for proposals were again solicited in September 2014 through an integrated marketing service. The City received the following two proposals on October 14, 2014:

Proposer	Location	Original Proposal Fee
KPFF Consulting Engineers	Roseville	\$68,687
Taylor Systems Engineering, Inc.	Fair Oaks	\$106,340

Based on consultant qualifications and experience, staff recommends retaining KPFF for this project. Construction support and record drawing preparations were removed from the scope of work since these items are not required for the design phase. The contract amount was adjusted to \$56,134 excluding these two items.

The total project budget is \$64,000 for design, construction documents, and other project-related expenses, including staff time and contingencies. Transportation Development Act funds will be utilized for the design work and construction. Construction is anticipated to begin in the summer of 2015.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with KPFF Consulting Engineers, of Roseville, for Engineering Design Services for the Municipal Utility Services Transit Bus Wash Project (\$56,134)
December 17, 2014
Page 2

FISCAL IMPACT: Not applicable.
FUNDING AVAILABLE: Capital Equipment Purchase Fund (60199000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
FWS/PJF/smh
cc: KPFF
Matt Boyer and Associates
Transportation Manager/Senior Traffic Engineer
City Engineer / Deputy Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KPFF Consulting Engineers (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 Engineer Design Services for the Municipal Utility Services Transit Bus Wash (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 January 5, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2015, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 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: Paula Fernandez, Transportation Manager

To CONTRACTOR: KPFF Consulting Engineers
 1508 Eureka Road, Suite 290
 Roseville, CA 95661
 Attn: Dan Allwardt, Managing Principal

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

By: _____


By: _____
Name: Dan Allwardt
Title: Managing Principal

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

Funding Source: 60199000
(Business Unit & Account No.)

Doc ID:KPFEngineers_BusWashDesign.doc

CA:Rev.07.2014



**City of Lodi Bus Wash
Proposed Scope of Work for Engineering Services
December 2014**

PROJECT DESCRIPTION

The project consists of providing engineering services for the design of a new bus wash facility for the City of Lodi that will be located within the existing maintenance yard. KPFF has retained the services of Mr. Matt Boyer with Matthew C. Boyer and Associates (MCB) to assist with the project. KPFF and MCB will develop alternatives for the new bush wash in an effort to make it effective for the following.

- Transit Vehicles
- Light-Duty Law Enforcement Vehicles
- A 45-foot Trolley (if possible)
- Maintenance Vehicles and Machinery
- The Required Detergents and Cleaning Agents
- Incorporation of the Use of Water Recycling

SCOPE OF WORK

Scope of work consists of coordinating with City staff to produce construction documents related to the new bus wash facility. This work will include:

- Determine new locations of existing equipment and utilities currently within the wash bay. This will also include design of a cover.
- Verify vehicle movements through the maintenance yard and through the wash bay.
- Recommend and include a washing system that has the ability to set pre-programmed wash settings.
- Determine other functional requirements such as waste water treatment, lighting and exiting.
- Describe modifications required to make the maintenance yard gate and controls functional.
- Include details to minimize the impact of construction on maintenance / operations activities.
- Provide electrical requirements to allow for a future blower / dryer system.
- Provide electrical, civil and plumbing design services to understand the existing equipment and its configuration within the existing wash bay then determine new locations for this equipment and detailing how the utilities will be re-routed.
- Coordination with washing equipment manufacturers to design a system that will meet the City's needs as described in the RFP (dated June 2014). KPFF to investigate a water reclamation

system including location and sizing of future reclamation system, and estimated cost for the system.

- Provide conceptual design to identify the extent of work for these items and final design to incorporate the associated details for them:
 - o Structural modifications to the wash bay walls if required
 - o Structural anchorage and support of new equipment and relocated equipment
 - o Lighting for the wash bay
 - o Plumbing associated with water, gas and drain systems for the wash bay
 - o Development of a site plan based and assessment of vehicle movements through the wash bay
 - o Evaluation / repair of the existing gate and controls at the maintenance yard entrance
 - o Power to the new wash bay equipment
 - o A new cover for outside equipment
 - o Prepare specifications
 - o Prepare construction cost estimates at the completion of preliminary design and construction documents.
- KPFF to prepare drawings for submittal to the Building Department and respond to plan check comments.
- KPFF to work with MCB to prepare instructions to bidders and produce the required bid materials. During the bid process KPFF will respond to questions and attend a preconstruction bid walk.

Our work specifically excludes the following:

- To incorporate a water reclamation system in the final construction documents.
- Adding doors to the wash bay, making it a conditioned space, insulating the roof, and adding cooling or exhaust systems.
- KPFF expects that the wash bay equipment will be coordinated as a “kit of parts” and have not included development of a custom system utilizing KPFF’s mechanical engineering team to develop a unique washing system for this project. Rather, KPFF will modify the existing bay to be a turn-key site for installation of the selected bus wash system by the manufacturer, under a separate contract with the City. KPFF will coordinate with the bus wash manufacturer to ensure the dimensions, utilities, and other features are fully compatible.
- No site survey is included in the proposal. Site plans from previous projects or a rudimentary one created from an overlay on a map will be utilized.
- No ADA upgraded work is included in the proposed scope.
- Upgrades to the existing utilities (power, sewer, water, stormwater, gas), upgrades to the adjacent facilities, and roofing upgrades are not a part of the proposed work.
- Construction administration or production of record drawings
- Construction staking or inspections

KPFF will first summarize work in a set of Preliminary Design Drawings and a Preliminary Estimate of Probable Construction Cost. With the City's approval, KPFF will move into the construction document phase to develop construction documents to make the wash bay ready for a wash system that can be purchased by the City with a separate contract. KPFF's construction documents will be submitted to the building department for approval and KPFF will respond to plan check comments. KPFF expects the dimensioned floor plans, site plans, as well as structural, mechanical, electrical and plumbing plans be required. Specifications and a final construction cost estimate will be provided by KPFF. City will provide Division 1 specifications. Per the City's request, KPFF will provide responses to bid questions and a pre-construction job walk.

Producing record drawings and providing construction administration services will be contracted separately at a later date.

DELIVERABLES

1. Preliminary Design Drawings and Estimate.
2. Construction Documents/100% Draft Plans
3. Final Specifications and Plans ready for permit for permit and bidding; Instructions to bidders; Cost Estimate.
4. Bidding Support/Attendance Pre-bid meeting
5. Preconstruction Meeting

SCHEDULE

After notice to proceed from the City, KPFF expects to complete the proposed work within the following timeframes based on starting after January 5th:

Develop base drawings and alternatives	- 15 working days
Meeting with City and City Review	- 5 working days
Develop Preliminary Drawings	- 10 working days
Meeting with City and City Review	- 10 working days
Develop Construction Documents	- 15 working days
Submit to Building Department	

FEE

Proposed scope of work based on the attached hourly cost sheet and billed for services monthly based on the hours worked to a maximum fee shown for each phase of the attached cost sheet.

Attachment A

**HOURLY RATE SCHEDULE
KPF Consulting Engineers**

2014

PRINCIPAL-IN-CHARGE	\$170.00
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR.....	\$150.00
PROJECT ENGINEER / SURVEYOR IN OFFICE.....	\$120.00
DESIGN ENGINEER	\$100.00
DRAFTER/CAD OPERATOR.....	\$75.00
ONE MAN FIELD SURVEY CREW	\$160.00
TWO MAN FIELD SURVEY CREW	\$240.00

Note:

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

Cost Proposal



	Dan Allwright		PM (MCA & Assoc) Subconsultant		Civil Designer		Drafting		Structural		Plumbing / Mechanical		Electrical		Reimbursables	Subtotal
Hourly Rate	\$160		\$110		\$140		\$95		\$150		\$150		\$150			
Preliminary Design	hrs	fee	hrs	fee			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Prepare Schematic Options	24	\$3,840	6	\$660			24	\$2,280	8	\$1,200	4	\$600	4	\$600		
Meetings / Site Visits	12	\$1,920	8	\$880							6	\$900	6	\$900	\$200	
Develop Cost Estimate	1	\$160	2	\$220	6	\$840										
Consultant Markup (7%)								\$160		\$84		\$105		\$105		
Subtotal		\$5,920		\$1,760		\$840		\$2,440		\$1,284		\$1,605		\$1,605	\$200	\$15,654
Construction Documents Draft	hrs	fee	hrs	fee			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management	30	\$4,800														
Develop CDs (M,E,P,A,S)	1	\$160			20	\$2,800	60	\$5,700	24	\$3,600	30	\$4,500	40	\$6,000		
Develop Construction Cost Estimate	1	\$160	1	\$110	6	\$840					2	\$300	2	\$300		
Specifications			4	\$440	4	\$560			2	\$300	2	\$300	2	\$300		
Meetings	4	\$640	4	\$440											\$100	
Consultant Markup (7%)								\$399		\$273		\$357		\$462		
Subtotal		\$5,760		\$990		\$4,200		\$6,099		\$4,173		\$5,457		\$7,062	\$100	\$33,841
Construction Documents Final	hrs	fee	hrs	fee			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management																
Plan Check Comments	2	\$320			6	\$840	8	\$760	4	\$600	4	\$600	4	\$600		
Meetings			2	\$220											\$100	
Consultant Markup (7%)								\$53		\$42		\$42		\$42		
Subtotal		\$320		\$220		\$840		\$813		\$642		\$642		\$642	\$100	\$4,219
Bid Support	hrs	fee	hrs	fee			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Bid Support					7	\$980										
Consultant Markup (7%)								\$0		\$0		\$0		\$0		
Subtotal		\$0		\$0		\$980		\$0		\$0		\$0		\$0	\$0	\$980
Preconstruction Meeting	hrs	fee	hrs	fee			hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Attend Meeting and provide support			2	\$220	8	\$1,120									\$100	
Consultant Markup (7%)								\$0		\$0		\$0		\$0		
Subtotal		\$0		\$220		\$1,120		\$0		\$0		\$0		\$0	\$100	\$1,440
TOTAL LABOR:	75		29		57		92		38		48		58			
TOTAL FEE:		\$12,000		\$3,190		\$7,980		\$9,352		\$4,099		\$7,704		\$9,309	\$500	\$56,134
GRAND TOTAL FEE		\$55,634														
REIMBURSABLES		\$500														
REQUESTED P.O.		\$56,134														



EXHIBIT C

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant 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 Consultant's operations under this Agreement, whether such operations be by Consultant, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

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

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

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

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

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

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Consultant'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 Consultant (continued)

- (c) **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 Consultant 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.
- (d) **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.
- (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, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) **Failure to Comply**
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant 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 Consultant 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. Consultant 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 Consultant 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, Consultant 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 Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant 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 Consultant. 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 Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH KPFF CONSULTING
ENGINEERS, OF ROSEVILLE, FOR ENGINEERING DESIGN
SERVICES FOR THE MUNICIPAL UTILITY SERVICES
TRANSIT BUS WASH PROJECT

WHEREAS, the City Council approved funding for the design and installation of a proposed transit bus wash system to be located in the existing wash bay at the Municipal Utility Services as part of the Fiscal Year 2014/15 budget process; and

WHEREAS, requests for proposals were initially solicited in June 2014, only receiving one proposal from KPFF Consulting Engineers; and

WHEREAS, to assure full and open competition, Requests for Proposals were again solicited in September 2014 through an integrated marketing service. The City received the following two proposals on October 14, 2014:

Proposer	Original Proposal Fee
Taylor Systems Engineering, Inc.	\$106,340
KPFF Consulting Engineers	\$68,687

WHEREAS, based on consultant qualifications and experience, staff recommends retaining KPFF for this project. Construction support and record drawing preparations were removed from the scope of work since these items are not required for the design phase. The contract amount was adjusted to \$56,134 excluding these two items.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with KPFF Consulting Engineers, of Roseville, California, for engineering design services for the Municipal Utility Services Transit Bus Wash Project, in the amount of \$56,134.

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Addendum to the Memorandum of Understanding (MOU) with San Joaquin County for Provision of Storm Water Service (Woodbridge)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Addendum to the Memorandum of Understanding (MOU) with San Joaquin County for provision of storm water service (Woodbridge).

BACKGROUND INFORMATION: In 2008, San Joaquin County (County) initiated a series of improvement projects in the southerly portion of the Woodbridge community. The project area is located just north of the Lodi City Limits. Some of the proposed projects require terminal storm drainage to meet County design requirements. The logical point of terminal discharge for the County storm drain system is the Woodbridge Irrigation District (WID) canal; however, WID does not allow storm water discharges to the canal at this location.

At the request of the County, on January 13, 2008, the City and the County entered into Memorandum of Understanding A-09-15 (MOU) outlining the terms and conditions for the City to provide terminal storm drain service to the Woodbridge drainage area shown in Attachment A.

The County is planning the last phase of the multi-phase improvement project. The project includes roadway resurfacing and installation of curb, gutter and sidewalks on Orange Street, Carolina Street and Academy Street. The project will add approximately 3.5 acres of storm watershed area to the City's storm drain system. Staff has determined the existing City storm drainage system has the conveyance and pumping capacity to serve the additional area.

The Addendum is provided as Attachment B and the major points are:

- County shall comply with the terms of a City-issued Discharge Permit per Item 2 of the Addendum.
- County shall pay the City in the amount of \$100,105.97 to cover the one-time Lodi Lake Pump Station capacity fee (\$1,653.78), one-time Storm Drainage Impact Mitigation Fee (\$96,844.92), and 4 years maintenance storm facilities maintenance fee (\$992.27).
- Term of the Addendum to coincide with the City/WID Storm Drainage Agreement (SDA) that is set to expire in four years. The MOU will be renewed concurrently with the SDA.

Staff recommends the Council to authorize the City Manager to execute the Addendum with the County.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: There will be a slight increase in the long-term operation and maintenance of the added storm water into the City's storm drainage system. However, the additional operation and maintenance costs will be paid by the County.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/smh

Attachment

cc: City Attorney
San Joaquin County Supervisor
Stephanie Kong, County's Engineer IV
Utility Superintendent-PW
Senior Civil Engineer, Chang

A-09-15

**MEMORANDUM OF UNDERSTANDING
WOODBRIDGE COMMUNITY STORM DRAINAGE SERVICE AREA
STORM WATER RUNOFF CONNECTION**

THIS Memorandum of Understanding ("MOU") is entered into this 13th day of January, 2008, (the "Effective Date"), between THE COUNTY OF SAN JOAQUIN, a political subdivision of the State of California ("County") and the CITY OF LODI, a municipal corporation organized and existing under the laws of the State of California ("City"). Woodbridge Community Service Area is merely an administrative unit of County and is referred to separately herein purely for administrative convenience.

RECITALS

This MOU is predicated upon the following findings:

- A. Woodbridge Community Storm Drainage Service Area (Service Area) is located generally at the intersection of Lower Sacramento Road and Academy and Carolina Streets, as presented in Exhibit A. Service Area comprises the storm water tributary area of the County's Lower Sacramento Road Corridor, Segment 3, Phase 2 project that requires terminal storm drainage facilities to meet County design requirements.
- B. County would otherwise discharge storm water runoff to the Woodbridge Irrigation District (WID) canal, however, WID does not allow additional storm water discharges to the canal.
- C. City of Lodi Municipal Code Section 13.14.350 allows for special agreements between the City and another agency if unusual or extraordinary circumstances compel special terms and conditions.
- D. Providing storm drainage service to Service Area is conditioned upon that service not being expanded beyond that permitted herein.

NOW THEREFORE, the parties to this MOU agree as follows:

1. Definitions. Unless otherwise defined in this MOU, all capitalized terms will have the definitions ascribed to them in Lodi Municipal Code Section 13.12.020.
 - a. WOODBRIDGE COMMUNITY STORM DRAINAGE SERVICE AREA (Service Area) shall mean all properties within the boundaries as set forth in Exhibit A.
2. Terms of Connection. Any delivery of storm water permitted pursuant to the MOU shall be subject to the following terms:
 - a. Permit: County shall comply with the terms of a Discharge Permit to be issued by the City which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's

Municipal Separate Storm water Sewer System NPDES Permit. The terms of this Discharge Permit will be no more stringent than those required under the City's NPDES permit. However, City may change the terms of the discharge permit without notice if necessary to comply with State or Federal requirements or the City's NPDES Permit.

- 1701.512
- b. Volume: The intent of this MOU is to provide storm drainage service to the properties within the Service Area boundaries, as set forth in Exhibit A.
 - c. Operations and Maintenance Reimbursement: County shall be responsible for reimbursing City for operation and maintenance (O&M) costs of the County-installed treatment unit and the City's storm drain facilities, including pipelines, manholes and storm water treatment facilities, between the treatment unit and the Lodi Lake Pump Station. O&M costs are estimated at \$15,000.00 for the initial 10-year term of the Agreement. However, County shall be responsible for any Operations and Maintenance costs in excess of this amount. Lump sum payments for O&M costs for successive terms of the Agreement shall be based on actual historic costs incurred by City.

County shall also be responsible for payment of a one-time pumping facility charge for the existing Lodi Lake Pump Station in the amount of \$10,000.00.

- d. Capacity Charge: County shall pay a one-time capacity charge equivalent to the Storm Drainage Facilities Impact Mitigation that will be determined based upon the requirements of the Lodi Municipal Code Section 15.64 and is determined to be \$173,000.00. *2201.6162 163,510*
2100.6107 2460
 - e. County will be solely responsible for all costs associated with installing and maintaining pipelines, manholes, and storm water treatment facilities ("Collection Facilities") to connect to Lodi's Storm Drainage Facilities.
 - f. Neither County nor Woodbridge Community Storm Drainage Service Area will knowingly allow any person or entity to discharge to its Storm Drainage Collection Facilities whose property is outside the Service Area, without prior City approval, which City may withhold in its absolute discretion
3. Reimbursement. County shall reimburse the City for all costs incurred by the City in connection with the project. The City will provide County with an estimate of these costs in advance of connection. County shall deposit the estimate with the City within 30 days of receiving the estimate. City will bill all costs against the deposit. In the event the deposit is exceeded, County shall pay the difference to the City within 30 days of notice. Any excess will be refunded to County within 30 days.
4. Relationship of Parties.
- a. It is understood that the relationship between the parties is an MOU relationship between public agencies and not an agency; and nothing herein shall be construed to the contrary.
 - b. The Parties agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the parties joint venturers or partners.

c. This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person, including but not limited to the residents (past, current, anticipated or future) of Woodbridge Community Storm Drainage Service Area, or developers or owners proposing projects within or outside the boundaries of Woodbridge Community Storm Drainage Service Area, shall have any right of action based upon any provision in this MOU. Moreover, this MOU creates no rights for any property owner to obtain storm drainage service directly from the City of Lodi.

5. Notices. All notices required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and County and its representative. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to City: City of Lodi
City Manager
221 West Pine Street
Lodi, CA 95240

Notice to Service Area: Woodbridge Community Storm Drainage Service Area
Director of Public Works
P.O. Box 1810
Stockton, CA 95201

Notice to County: San Joaquin County
County Administrator
Courthouse-222 East Weber Avenue
Stockton, CA 95202

6. Indemnification, Defense and Hold Harmless.

a. County agrees to and shall indemnify, defend and hold the City, its council members, officers, agents, employees, volunteers and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from or relate to this MOU.

b. With respect to any action challenging the validity of this MOU or any environmental, financial or other documentation related to approval of this MOU, County further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either the City or plaintiff (s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for the City in any such action.

7. Environmental Documentation. County shall at its sole cost and expense, perform all environmental review required by the California Environmental Quality Act or other applicable environmental law or regulation.

8. Termination Upon Loss of City Discharge Permit. Storm drainage service to Service Area under this Agreement is contingent upon City's ability to maintain a terminal discharge location. This Agreement and County's Discharge Permit and any rights granted thereunder are revocable if City is unable to renew its terminal discharge permit and is unable to secure an alternate terminal discharge location.

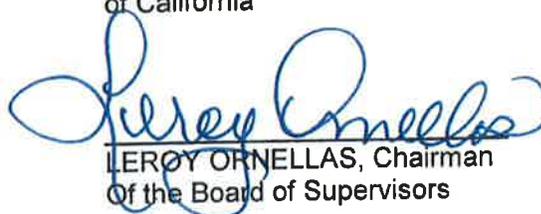
IN WITNESS WHEREOF this MOU has been executed by the parties on the day and year first above written.

CITY OF LODI, a municipal corporation

COUNTY OF SAN JOAQUIN,
a political subdivision of the State
of California



BLAIR KING
City Manager



LEROY ORNELLAS, Chairman
Of the Board of Supervisors

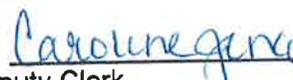
ATTEST:

ATTEST:



RANDI JOHL
City Clerk

LOIS M. SAHYOUN, Clerk of the Board of
Supervisors of County of San Joaquin,
State of California

By:  (SEAL)

Deputy Clerk



RECOMMENDED:



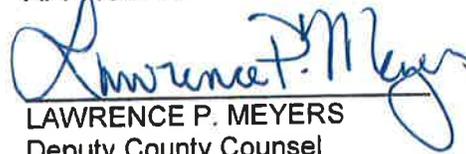
T. R. FLINN
Director of Public Works

APPROVED AS TO FORM:

APPROVED AS TO FORM:

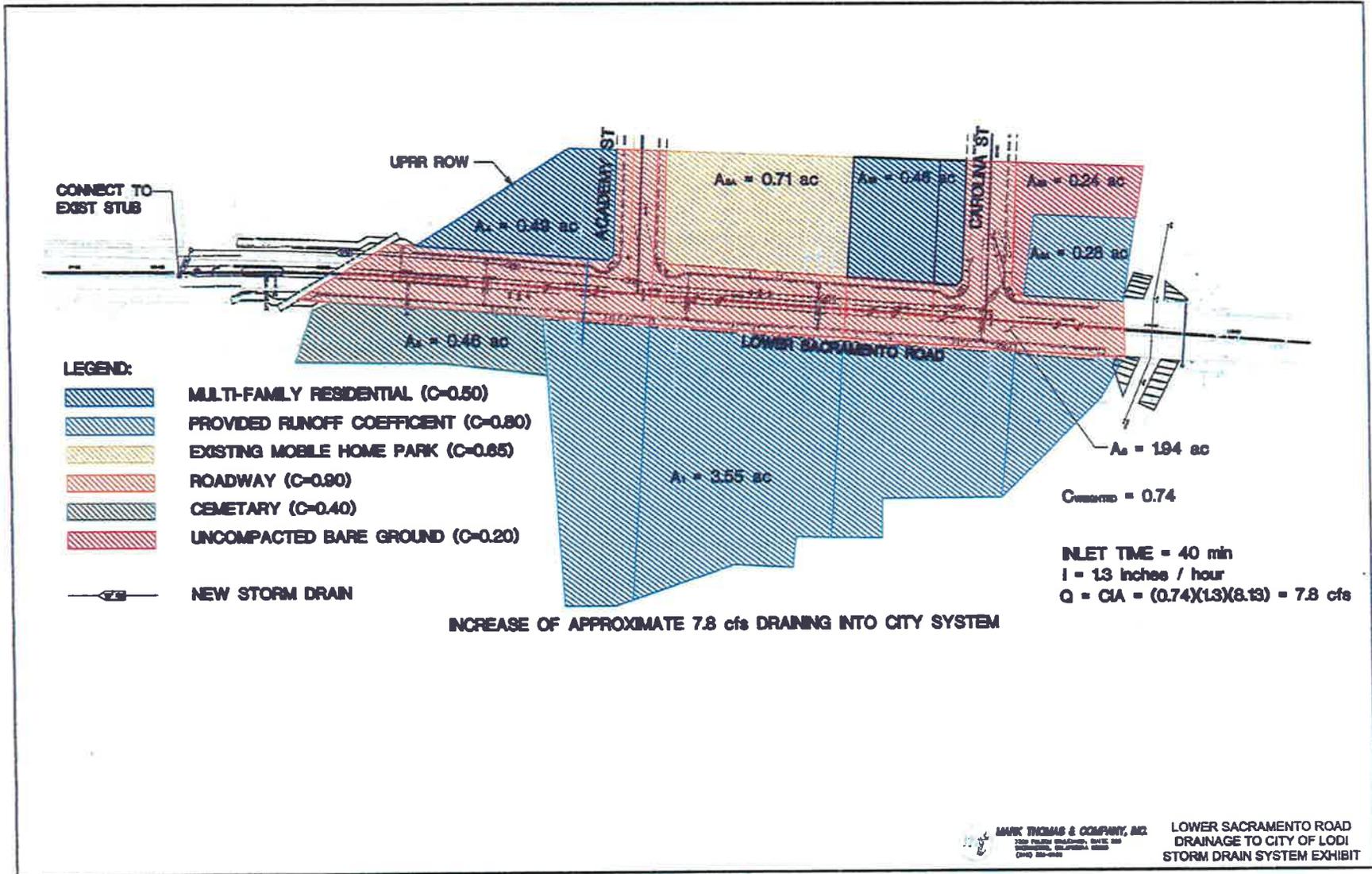


D. STEPHEN SCHWABAUER
City Attorney



LAWRENCE P. MEYERS
Deputy County Counsel

EXHIBIT A



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

ADDENDUM
to the
MEMORANDUM OF UNDERSTANDING
WOODBIDGE COMMUNITY STORM DRAINAGE SERVICE AREA
STORM WATER RUNOFF CONNECTION

This ADDENDUM to the MEMORANDUM OF UNDERSTANDING, WOODBRIDGE COMMUNITY STORM DRAINAGE SERVICE AREA, STORM WATER RUNOFF CONNECTION (ADDENDUM) is made and entered into this ____ day of _____, 2015, (the Effective Date”), between the CITY OF LODI, hereinafter referred to as "City" and COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "County". Woodbridge Community Service Area is merely an administrative unit of County and is referred to separately herein purely for administrative convenience.

RECITALS:

WHEREAS, the parties have entered into the MEMORANDUM OF UNDERSTANDING, WOODBRIDGE COMMUNITY STORM DRAINAGE SERVICE AREA, STORM WATER RUNOFF CONNECTION (MOU) dated November 13, 2009, which MOU covers the terms of City and of County for the storm drainage discharge from part of the Woodbridge community (EXHIBIT A) into the City’s storm drain system; and

WHEREAS, the County shall comply with the terms of a Discharge Permit (2009-01) issued by the City; and

WHEREAS, the County is responsible for the operation and maintenance of the County installed treatment unit and their fair share of operation and maintenance cost of the Lodi Lake Pump Station; and

WHEREAS, the County is requesting to allowing additional drainage area from the Woodbridge community to discharge to the City’s storm drain system; and

WHEREAS, the City has conveyance and pumping capacity in the existing storm drain system to handle the additional storm water drainage.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed between the parties as follows:

1. That this document is considered an addendum to the MOU between the parties.
2. The City agrees to execute a Storm Water Discharge Permit for the additional drainage area.

3. The County agrees to pay the City in the amount of \$100,105.97 for the additional drainage area reflected in Exhibit B.
4. All other terms of the MOU and previously approved Storm Water Discharge Permit (2009-01) remain unchanged.
5. A copy of the ADDENDUM shall be recorded in the office of the San Joaquin County Recorder.
6. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

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

City of Lodi
City Manager
221 West Pine Street
Lodi, CA 95240

Notices required to be given to Service Area shall be addressed as follows:

Woodbridge Community Storm Drainage Service Area
Director of Public Works
P.O. Box 1810
Stockton, CA 95201

Notices required to be given to Service Area shall be addressed as follows:

San Joaquin County
County Administrator
44 N. San Joaquin Street, Suite 640
Stockton, CA 95202

IN WITNESS WHEREOF, this Addendum has been executed by the parties on the day and year first above written.

CITY OF LODI, a municipal corporation

COUNTY OF SAN JOAQUIN,
a political subdivision of the State
of California

Stephen Schwabauer
City Manager

Carlos Villapudua, Chairman
Of the Board of Supervisors

ATTEST:

ATTEST:

Mimi Duzenski, Clerk of the Board of
Supervisors of County of San Joaquin,
State of California

Jennifer M. Robison
City Clerk

By: _____ (SEAL)
Deputy Clerk

RECOMMENDED:

Michael Selling
Deputy Director of Public Works

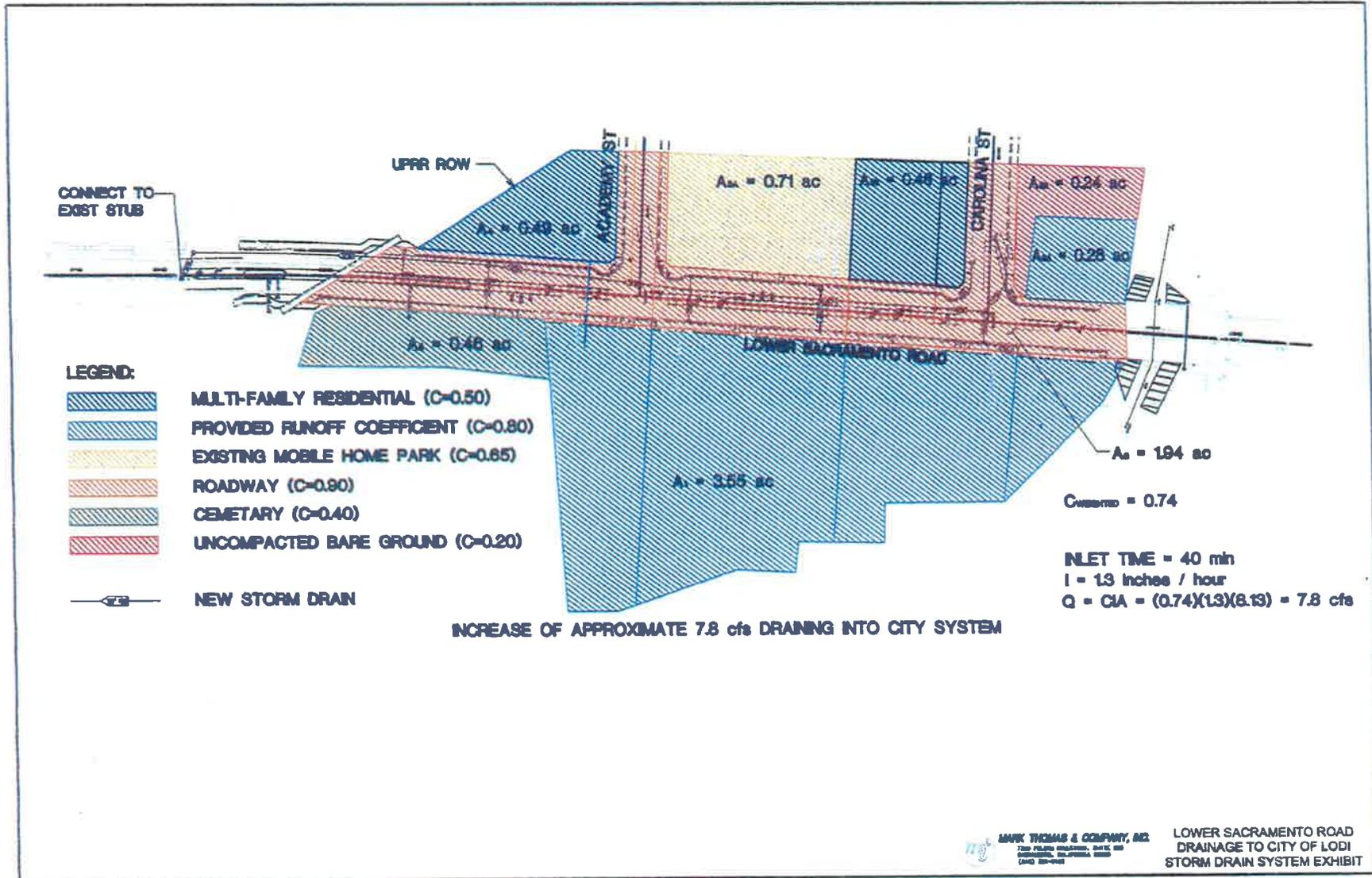
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Janice D. Magdich
City Attorney

Lawrence P. Meyers
Deputy County Counsel

EXHIBIT A





RED:
Original drainage area for the Lower Sacramento Road Corridor Project, Phase II prepared by Mark Thomas & Company Inc. (Turkier Road to Woodbridge Road)

BLUE:
Additional drainage area to include the rest of Academy Street, Carolina Street and Orange Street (South of the WID Canal)

Exhibit B

DRAWN BY	DATE	PROJECT ENGINEER	DATE	CHECKED	DATE	APPROVAL RECOMMENDED	DATE	COUNTY OF SAN JOAQUIN	NO SCALE	STREETS EXHIBIT POST-PROJECT CONDITION	WOODBRIDGE STREETS IMPROVEMENTS (Academy St, Augusta St, Carolina St, Indiana St, Lika St, and Orange St.)	SHEET NO.	TOTAL SHEETS
Enrique Silva	03/11											1	1
FILE NAME	DRAWER	SHEET NO.	ACAD	REVISIONS	DATE								
E:\Proj\2010\Urban-Grant Line IMP\Map Plans\Typ Sect													

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY FOR PROVISION OF STORM WATER SERVICE (WOODBIDGE)

WHEREAS, the City and San Joaquin County (County) entered into a Memorandum of Understanding No. A-09-15 (MOU) in January 2008, in which the City is to provide storm drainage connection to handle the storm water from the specified drainage area. The County is planning the last phase of the improvement project in 2015; and

WHEREAS, County would otherwise discharge the storm water to the Woodbridge Irrigation District (WID) canal; however, WID does not allow additional storm water discharges to the canal; and

WHEREAS, staff has determined the existing City storm drainage system has the conveyance and pumping capacity to serve the additional area; and

WHEREAS, major points of the addendum are:

- County shall comply with the terms of a City-issued Discharge Permit per Item 2 of the Addendum.
- County shall pay the City in the amount of \$100,105.97 to cover the one-time Lodi Lake Pump Station capacity fee (\$1,653.78), one-time Storm Drainage Impact Mitigation Fee (\$96,844.92), and four years maintenance storm facilities maintenance fee (\$992.27).
- Term of the Addendum to coincide with the City/WID Storm Drainage Agreement (SDA) that is set to expire in four years. The MOU will be renewed concurrently with the SDA.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an addendum to the Memorandum of Understanding with San Joaquin County for provision of storm water service (Woodbridge).

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute PG&E Rule 20C Agreement for Harney Lane Grade Separation Project and Appropriating Funds (\$128,640)

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute PG&E Rule 20C Agreement for Harney Lane Grade Separation Project and appropriating funds in the amount of \$128,640.

BACKGROUND INFORMATION: The Harney Lane Grade Separation Project is nearing completion of the construction documents to construct an overhead structure separating Harney Lane traffic from the Union Pacific Railroad tracks. This is an important safety project for the City. Acquisition of rights of way and easements for the relocation of existing utilities and construction of the project is also nearing completion.

The next phase of work on the project is relocation of the existing overhead utilities prior to the start of project construction. City staff and the design team have been working with PG&E, AT&T, Comcast, and City of Lodi Electric Utility to assemble plans for the utility relocation and new construction. These plans are complete and construction is ready to begin.

The California Public Utility Commission requires utility companies to relocate their facilities that will conflict with the construction of a municipal project at no cost to the municipality. The utility companies will relocate overhead utilities to another overhead location at no cost to the municipality. However, the utilities in the vicinity of the Stockton Street and Harney Lane intersection are required to be placed underground by the Reynolds Ranch Project. Rather than move the utilities to a new overhead location and later place them underground, it is most cost effective to pay the added cost now to place the utilities underground.

The attached PG&E Rule 20C Agreement (underground existing overhead electric facilities) sets forth the improvements to be constructed underground by PG&E and the cost, in the amount of \$128,640, to be paid by the City of Lodi. The cost covers the difference in the PG&E cost to relocate their utilities overhead and those to construct the utilities underground.

On October 1, 2014, the City Council approved the most recent public improvement agreement for the Reynolds Ranch project. Within that council communication, City Council was informed of the condition in the Environmental Impact Report, that the Reynolds Ranch project is obligated to construct intersection improvements at the Harney Lane and Stockton Street intersection and to underground the existing overhead PG&E utility lines that are located along Harney Lane at that location. It was noted that if the intersection improvements are constructed with the Harney Lane Grade Separation Project prior to being constructed by the Reynolds Ranch project, the developer

APPROVED: _____
Stephen Schwabauer, City Manager

must reimburse the City for the cost of those improvements. The estimated cost of the intersection improvements that include the south leg of the traffic signal, ADA ramps, and pavement and the curb and gutter along Stockton Street is approximately \$225,000, and would be in addition to the \$128,640 cost to underground the existing utility lines. The costs associated with both the undergrounding of utilities and the intersection improvements noted above are to be reimbursed by the Reynolds Ranch Development.

Staff recommends approval of the resolution and appropriation of funds in the amount of \$128,640.

FISCAL IMPACT: Not applicable

FUNDING AVAILABLE: Regional Traffic Impact Fees (30899000)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin
FWS/RAY/smh
Attachments



RECEIVED
NOV 12 2014
CITY MANAGER'S OFFICE

November 7, 2014

Stephen Schwabauer
City of Lodi, A Government Agency
221 West Pine Street
LODI , CA 95240

RE: Contract ID: 1178123: HARNEY LANE GRADE SEPARATION

Dear Stephen Schwabauer ,

Enclosed are gas and/or electric agreements for your project located at:

HARNEY LANE, LODI, 95242

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Electric Overhead to Underground Conversion (20C)	\$128,639.95	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$0.00	\$0.00	\$0.00
TOTAL **	\$128,639.95	\$0.00	\$0.00
TOTAL PAYMENT DUE	\$128,639.95	OR	\$128,639.95

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Brad Joaquin at 209-942-1767 or BRJ6@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Candace Briskey
Candace Briskey
Service Planning Supervisor



106223169E

Ref: Contract ID: 1178123: HARNEY LANE, LODI, 95242



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:

- APPLICANT (Original)
- DIVISION (Original)
- ACCTG. SVCS.

REFERENCES:

Notification # 106223169
 Contract # 1178123
 R20-PM # 31030059

City of Lodi, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: HARNEY LANE, LODI, 95242

DESCRIPTION OF WORK: Rule 20C - Underground existing overhead electric facilities

Engineering & Administrative Costs		\$21,952.34
Value of Applicant Design Work	(+)	\$0.00
Cost of Additional Applicant Design Plan Checks	(+)	\$0.00
Value of 20C Underground System	(+)	\$60,328.56
Tie-In of 20C by PG&E	(+)	\$11,974.74
PG&E Land Rights Costs	(+)	\$0.00
Inspection Fees	(+)	\$0.00
Value of 20C Trench & Excavation	(+)	\$0.00
Value of 20C Conduits & Substructures	(+)	\$7,538.58
Rule 20C Trench Permits Obtained by PG&E	(+)	\$0.00
less Salvage & Depreciation for Overhead Facilities	(-)	\$5,836.00
SUB TOTAL	(=)	\$95,958.22
plus ITCC @ 34%	(+)	\$32,625.80
plus Cost to Remove Overhead Line by PG&E	(+)	\$55.93
less 20C Underground System Installed by Applicant	(-)	\$0.00
less 20C Trench & Excavation Provided by Applicant	(-)	\$0.00
less 20C Conduits & Substructures Installed by Applicant	(-)	\$0.00
less Value of Applicant Design Work	(-)	\$0.00
Electric Rule 20C Cash Payment	(=)	\$128,639.95



106223169E

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of One Hundred Twenty-Eight Thousand Six Hundred Thirty-Nine Dollars And Ninety-Five Cents (\$128,639.95)

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____

City of Lodi, A Government Agency

PACIFIC GAS & ELECTRIC COMPANY

Applicant

By: _____

By: Candace Briskey

Stephen Schwabauer

Candace Briskey

Print/Type/Name

Title: _____

Title: **Service Planning Supervisor**

Mailing Address: 221 W. Pine Street
LODI CA 95240

Approved as to form

City Attorney



106223169E

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 12/3/14
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	308		32205	Fund Balance	\$ 128,640.00
B. USE OF FINANCING	308	30899000	77020	Harney Lane Grade Separation	\$ 128,640.00

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

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

Relocation of utilities for Harney Lane Grade Separation project.

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

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

Department Head Signature: Wally Sanchez

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE THE PG&E RULE 20C
AGREEMENT FOR THE HARNEY LANE GRADE SEPARATION
PROJECT AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Harney Lane Grade Separation Project is nearing completion of the construction documents to construct an overhead structure separating Harney Lane traffic from the Union Pacific Railroad tracks; and

WHEREAS, the California Public Utilities Commission requires utility companies to relocate their facilities that will conflict with the construction of a municipal project at no cost to the municipality; and

WHEREAS, the next phase of work on the project is relocation of the existing overhead utilities prior to the start of project construction; and

WHEREAS, the PG&E Rule 20C Agreement (underground existing overhead electric facilities) sets forth the improvements to be constructed underground by PG&E and the cost, in the amount of \$128,640, to be paid by the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the PG&E Rule 20C Agreement for the Harney Lane Grade Separation Project; and

BE IT FURTHER RESOLVED that funds in the amount of \$128,640 be appropriated from the Regional Traffic Impact Fee fund for this project.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to the Western Riverside Council of Governments Joint Powers Agreement and Consenting to the City of Lodi's Inclusion in the California HERO Property Assessed Clean Energy (PACE) Program

MEETING DATE: December 17, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an amendment to the Western Riverside Council of Governments Joint Powers Agreement and consenting to the City of Lodi's inclusion in the California HERO Property Assessed Clean Energy (PACE) Program.

BACKGROUND INFORMATION: In July 2008, the Governor signed Assembly Bill (AB) 811 into law which authorized cities and counties to establish PACE programs to enter into contractual assessment agreements with property owners to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. An AB 811 program allows municipalities to make assessment financing available to property owners for the purchase and installation of such improvements. Property owners repay the financing through an assessment on their properties. The assessments are recorded as a lien against the subject property, entered in the county tax roll, and are collected on the property owner's tax bills at the same time and in the same manner as property taxes.

The California HERO PACE Program (HERO Program), launched in 2011, is one of the largest and most successful residential PACE based financing programs in the nation and provides a mechanism for property owners to finance the purchase and installation of renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure improvements to their properties with no up-front costs.

The HERO Program has been approved in over 200 California communities, including Stockton, Modesto, Tracy and Fresno, and has funded nearly \$350 million in projects. This program offers California cities and counties a turnkey program that saves significant time, cost and local resources that would otherwise be needed to develop a new local program. All ongoing administration and coordination will be managed by Western Riverside Council of Governments (WRCOG). The City can assist in marketing the HERO Program to property owners, although it is in no way required to do so.

In order to participate in the HERO Program, the City must become an Associate Member of the WRCOG. The HERO Program will be offered to all property owners within the City and if a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by WRCOG. The bonds are secured by a voluntary contractual assessment levied on the owner's property, with no recourse to the local government or other participating jurisdictions.

APPROVED: _____
Stephen Schwabauer, City Manager

Participation in the program is 100% voluntary, although the improvements and properties must meet eligibility criteria in order to qualify for financing. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected along with their property taxes. The assessments are paid on the County property tax bill. If the owner sells the property, the repayment obligation remains with the property and does not need to be paid off at the time of escrow closing. However, certain mortgage providers - such as Fannie Mae and Freddie Mac – may require that the assessment be paid off at the time the property is refinanced or sold, because they do not purchase properties with PACE liens on them. Some lenders have concerns with PACE assessments being the superior lien (with the lender's lien being subordinate). In order to ease these concerns, the California Alternative Energy and Transportation Financing Authority approved a \$10 million dollar loss reserve program that will reimburse the first mortgage lender for the PACE payments made while in possession of the property during foreclosure. The property taxes for properties in the City that do not choose to participate will not be affected by the Program.

The HERO Program is not an exclusive obligation so the City retains the ability to participate in any available PACE programs. Following a validation process, the HERO Program would be available to Lodi residents by April 2015.

FISCAL IMPACT: There is no financial impact to the City of Lodi associated with the participation in the HERO Program and associated membership with the WRCOG.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Cadek, Rates & Resources Manager

EAK/MC/lst

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF LODI AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH
CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___ day of ____, 20 ____, by City of Lodi (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and

implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

ATTEST:

CITY OF LODI

JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

Date: _____

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

By: _____


RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AMENDMENT TO THE WESTERN
RIVERSIDE COUNCIL OF GOVERNMENTS JOINT POWERS
AGREEMENT AND CONSENTING TO THE CITY OF LODI'S
INCLUSION IN THE CALIFORNIA HERO PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM

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WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Lodi ("City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which is a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Lodi as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit A hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case

of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute an Amendment to the Authority JPA; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements, and consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

Dated: December 17, 2014

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I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF LODI AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH
CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___ day of ____, 20 ____, by City of Lodi (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and

implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

ATTEST:

CITY OF LODI

JENNIFER M. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

Date: _____

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

By: _____




CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City of Lodi to Join the CaliforniaFIRST Property Assessed Clean Energy (PACE) Program

MEETING DATE: December 17, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City of Lodi to join the CaliforniaFIRST Property Assessed Clean Energy (PACE) Program.

BACKGROUND INFORMATION: In July 2008, the Governor signed Assembly Bill (AB) 811 into law which authorized cities and counties to establish PACE programs to enter into contractual assessment agreements with property owners to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. An AB 811 program allows municipalities to make assessment financing available to property owners for the purchase and installation of such improvements. Property owners repay the financing through an assessment on their properties. The assessments are recorded as a lien against the subject property, entered in the county tax roll, and are collected on the property owner's tax bills at the same time and in the same manner as property taxes.

The CaliforniaFIRST PACE Program has been established by the California Statewide Communities Development Authority (California Communities) to allow owners of property in participating cities and counties to finance a variety of improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code, as amended ("Chapter 29"), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements. California Communities is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of California Communities include 57 counties and more than 400 other local agencies throughout California, including the City of Lodi. While the HERO PACE Program is California's leading residential PACE provider, CaliforniaFIRST is the second largest residential PACE provider and also operates a commercial PACE Program in California.

If a property owner chooses to participate, the improvements will be financed by the issuance of bonds by California Communities. California Communities will levy contractual assessments on the owner's property to repay the portion of the bonds issued to finance the improvements on that property. California Communities has selected Renewable Funding LLC to provide administration and financing for the program.

The contractual assessment proceedings will be undertaken by California Communities pursuant to Chapter 29, to allow the financing of the improvements on private property that are authorized by Chapter 29. Pursuant to Chapter 29, assessments may be levied to finance improvements only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied, and property owners evidence their consent to the assessments by executing a contract with California Communities. Only property owners who choose to participate in the program will

APPROVED: _____
Stephen Schwabauer, City Manager

have assessments imposed on their property. Under California law, the assessment obligation transfers with the property upon sale.

The City is not obligated to repay the bonds issued by California Communities or to pay the assessments levied on the participating properties. California Communities handles all assessment administration, bond issuance and bond administration functions. This program allows for financing of Chapter 29-authorized improvements to property owners through the CaliforniaFIRST Program without the commitment of staff and resources to administer the program.

The proposed resolution authorizes California Communities to accept applications from owners of property within the City's jurisdiction for municipal financing of authorized improvements through the CaliforniaFIRST Program. It also authorizes California Communities to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City. Any jurisdiction can withdraw from the CaliforniaFIRST Program at any time by passing a resolution rescinding the authorization.

Certain mortgage providers - such as Fannie Mae and Freddie Mac – may require that the assessment be paid off at the time the property is refinanced or sold, because they do not purchase properties with PACE liens on them. Some lenders have concerns with PACE assessments being the superior lien (with the lender's lien being subordinate). In order to ease these concerns, the California Alternative Energy and Transportation Financing Authority approved a \$10 million dollar loss reserve program that will reimburse the first mortgage lender for the PACE payments made while in possession of the property during foreclosure. The property taxes for properties in the City that do not choose to participate will not be affected by the Program.

The CaliforniaFIRST Program is not an exclusive obligation so the City retains the ability to participate in any available PACE programs. As the CaliforniaFIRST Program has completed its statewide validation process, it will be available to Lodi property owners following adoption of the proposed resolution.

FISCAL IMPACT: There is no financial impact to the City of Lodi associated with the participation in the CaliforniaFIRST Program.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Cadek, Rates & Resources Manager

EAK/MC/lst

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY OF LODI TO JOIN THE CALIFORNIAFIRST
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

=====

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Lodi (“City”); and

WHEREAS, California Communities has established the CaliforniaFIRST Program (“CaliforniaFIRST Program”) and will provide financing for certain improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements (“Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) and the issuance of improvement bonds (“Bonds”) under the Improvement Bond Act of 1915 (Streets & Highways Code Sections 8500 and following) (“1915 Act”) upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within the incorporated territory of the City to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the incorporated territory of the City and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council:

Section 1. Finds and declares that properties in the City’s incorporated area will benefit from the availability of the CaliforniaFIRST Program within the incorporated territory of the City and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

Section 2. Consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within its jurisdiction and the issuance of Bonds under the 1915 Act as it relates to the CaliforniaFIRST Program; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments.

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program ("Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are authorized, but not required, to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense.

Section 5. The appropriate officials and staff of the City are hereby authorized to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Reimbursement Agreement with NorCal Cajun Foods, Inc. for an Electric Utility Service Project (\$23,004.72)

MEETING DATE: December 17, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Reimbursement Agreement with NorCal Cajun Foods, Inc. for an electric utility service project in the amount of \$23,004.72

BACKGROUND INFORMATION: As part of an electric utility service request from NorCal Cajun Foods, Inc., the Electric Utility (EU) purchased and installed various utility improvements for a new restaurant building located at 612 E. Kettleman Lane.

Upon receipt of the estimated cost of the work from the City, NorCal Cajun Foods, Inc. paid \$11,502.36 prior to the start of work and then agreed to reimburse the balance of \$11,502.36 to the City by the end of the current fiscal year.

Once the work has been completed, the actual repayment amount will be based on the total final cost as provided by EU to NorCal Cajun Foods Inc. Actual final costs will be trued up in accordance with EU Rules and Regulations.

FISCAL IMPACT: Not applicable. NorCal Cajun Foods Inc. will reimburse all costs.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Adam Brucker, Business Development Manager

EAK/AB/lst

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH NORCAL CAJUN FOODS, INC., FOR AN
ELECTRIC UTILITY SERVICE PROJECT

=====

WHEREAS, as part of an electric utility service request from NorCal Cajun Foods, Inc., the Electric Utility (EU) purchased and installed various electric utility improvements for a new restaurant building at 612 East Kettleman Lane; and

WHEREAS, upon receipt of the estimated cost of the work from the City, NorCal Cajun Foods, Inc., paid \$11,502.36 prior to the start of the work and then agreed to reimburse the balance of \$11,502.36 to the City by the end of the current fiscal year; and

WHEREAS, the actual repayment amount will be based on the total final cost as provided by EU to NorCal Cajun Foods, Inc., subsequent to completion of the work; and

WHEREAS, actual final costs will be trued up in accordance with EU Rules and Regulations; and

WHEREAS, all costs associated with the improvements will be reimbursed by NorCal Cajun Foods, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Reimbursement Agreement with NorCal Cajun Foods, Inc., for an Electric Utility Service Project in the amount of \$23,004.72, for which the final amount will be determined based on final actual project costs.

Date: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Reimbursement Agreement with Emanuel Lutheran Church for Electric Utility Service Project (\$33,330.45)

MEETING DATE: December 17, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Reimbursement Agreement with Emanuel Lutheran Church for an electric utility service project in the amount of \$33,330.45.

BACKGROUND INFORMATION: As part of an electric service request from Emanuel Lutheran Church, the Electric Utility (EU) will purchase and install various EU improvements for an expansion project located at 1540 W. Lodi Avenue. The estimated cost of the EU work is \$33,330.45. Emanuel Lutheran Church desires to enter into a reimbursement agreement with the City to pay for this work.

The agreement allows for equal monthly payments over an 18 month period. Once the work has been completed, the actual repayment amount will be based on the total final cost as provided by the EU to Emanuel Lutheran Church. Actual final costs will be trued up in accordance with EU Rules and Regulations.

FISCAL IMPACT: Not applicable. Emanuel Lutheran Church will reimburse all costs.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE A REIMBURSEMENT AGREEMENT
WITH EMANUEL LUTHERAN CHURCH FOR AN
ELECTRIC UTILITY SERVICE PROJECT

=====

WHEREAS, as part of an electric service request from Emanuel Lutheran Church, the Electric Utility (EU) will purchase and install various EU improvements for an expansion project located at 1540 West Lodi Avenue; and

WHEREAS, the estimated cost of the EU work is \$33,330.45; and

WHEREAS, Emanuel Lutheran Church desires to enter into a Reimbursement Agreement with the City to pay for this work; and

WHEREAS, the agreement will allow for equal monthly payments over an 18-month period; and

WHEREAS, once the work has been completed, the actual repayment amount will be based on the total final cost as provided by the EU to Emanuel Lutheran Church; and

WHEREAS, actual final costs will be trued up in accordance with EU Rules and Regulations; and

WHEREAS, all costs associated with the improvements will be reimbursed by Emanuel Lutheran Church.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Reimbursement Agreement with Emanuel Lutheran Church for an Electric Utility Service Project in the amount of \$33,330.45, for which the final amount will be determined based on final actual project costs.

Date: December 17, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the Lodi City Council in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Lease with San Joaquin County District Attorney's Office for Office Space Within the Lodi Police Department (225 West Elm Street, Lodi, CA)

MEETING DATE: December 17, 2014

PREPARED BY: City Manager

RECOMMENDED ACTION: Approve lease with San Joaquin County District Attorney's Office for office space within the Lodi Police Department (225 West Elm Street, Lodi, CA).

BACKGROUND INFORMATION: With the Lodi Courts re-opening in January of 2015, The District Attorney's Office finds itself in need of Lodi office space for its attorneys, administrative staff and programs. Regaining a Lodi Court has been a significant Council goal since we lost our Lodi Courts. Lodi Courts provide significant benefits to the City of Lodi, including reduced overtime for police officer testimony, increased patrol availability of Lodi's on duty officers, reduced transportation costs for Lodi inmates, availability of jury service in Lodi, and availability of court services to Lodi's citizens. A Lodi District Attorney's office compliments those services by allowing victims and witnesses access to the District Attorney in their hometown.

In light of the many advantages to Lodi of having the Courts and District Attorney located in Lodi, Staff recommends that Council approve a lease for District Attorney space within vacant and unimproved space within the Lodi Police building on a cost basis. The attached draft lease proposes to lease a former storage closet to the District Attorney and two office carrels within the detective area at no per square foot cost. The proposed leased area is shown in the Lease Exhibit A. However, the District Attorney will reimburse the City for utility and janitorial costs at a fixed estimate of \$200.00 per month and construct the tenant improvements to make the storage closet usable office space. The tenant improvements will become the property of the City at the conclusion of the lease. The Police Department has reviewed the lease and supports its terms.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

LEASE

COUNTY OF SAN JOAQUIN

**Lodi Police Department Building, Room 2214A
215 W. Elm Street
Lodi, California 95240**

THIS AGREEMENT, made and entered into this 7th day of January, 2015, by and between the CITY OF LODI, a municipal corporation, (hereinafter "**City**"), and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter ("**County**").

WITNESSETH:

1. **PREMISES:** For and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by County, County does hereby rent from City and City does hereby rent to County, Room 2214A and the area immediately outside of Room 2214A, each as shown on Attachment "A," attached hereto and made a part hereof (the "**Premises**"), which Premises are located on the second floor of the Lodi Police Department building located at 215 W. Elm Street, Lodi, California, and all improvements thereto for the operation of County law enforcement offices, including, but not limited to, the operations of the San Joaquin County District Attorney's office.

2. **TERM; OPTIONS; TERMINATION:** The term ("**Term**") of this Agreement shall be for three (3) years beginning January 8, 2015 ("**Commencement Date**"), and ending on January 7, 2018, unless otherwise extended. County shall have one (1) option to extend the Term for a two-year period on the terms set forth in this Agreement, and at the rates set forth in Paragraph 3. **Rent**, below. The option must be exercised in writing by County at least thirty (30) days before the expiration of the Term.

County shall have the right to terminate this Lease at any time during the Term, including during the extension period, upon ninety (90) days' prior written notice to City.

3. **RENT:** In consideration of this Agreement, County agrees to pay to City as rent ("**Rent**") for the Premises the sum of \$1.00 per year during the Term, and any extensions thereof. Rent, utility and custodial payments described herein shall be directed to the City of Lodi, Attn: Finance Department, P.O. Box 3006, Lodi, California 95241 for processing, and shall be paid in advance without prior notice or demand to County. County acknowledges that the Rent is reduced in acknowledgement of the Tenant Improvements County is obligated to install at its sole expense.

4. **USE/USE PROHIBITED:** The Premises shall be used solely for the purpose of carrying on the business of the San Joaquin County District Attorney's Office, or other County law enforcement uses. County shall not use any portion of the Premises for purposes other than those specified herein, and no use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, or cause cancellation of insurance policies covering the Premises. County shall not engage in any activities excluded from coverage under its insurance policy on the Premises.

5. **ORDINANCES AND STATUTES:** It is further understood and agreed by County that County must comply with all present and future policies and procedures of the Lodi Police Department, and all laws, ordinances, rules, and regulations promulgated by City and any governmental authority of competent jurisdiction regulating the type of business to be conducted on the Premises during the Term of this Agreement and any extension thereof. County shall use and occupy the Premises in a quiet, lawful, and orderly manner. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the City, be deemed a breach hereof.
6. **PARKING:** City shall provide parking for County staff in the parking lot behind the Lodi Finance Building and at the Lodi City Hall Parking Lot on a first come first served basis to accommodate County's occupancy in the Lodi Police Department building.
7. **SIGNS:** County may install, at its expense, interior signage to indicate its location and operations in the Lodi Police Department building. The design of such signage shall be consistent with the style and design of the existing building, and shall be submitted to City for review and approval prior to installation.
8. **ABANDONMENT OF PREMISES:** County shall not vacate or abandon the Premises at any time during the Term hereof, unless the Lease is terminated by County as described herein.
9. **TRADE FIXTURES:** Any and all improvements made to the Premises during the Term hereof shall belong to the City, except trade fixtures of the County. County may, upon termination hereof, remove all trade fixtures, but shall repair or pay City for all repairs caused by damage to the Premises occasioned by the removal of such trade fixtures.
10. **DESTRUCTION OF THE PREMISES:** In the event of a partial destruction of the Premises during the Term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that County shall be entitled to a proportionate reduction of utility and custodial expenses while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of County on the Premises. If such repairs cannot be made within sixty (60) days, City, at its option, may make the same within a reasonable time, and this Agreement shall continue in effect, and, in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be terminated at the option of either party.

In the event that the building in which the Premises is situated is destroyed to an extent of not less than one-third of the replacement costs thereof, City may elect to terminate this Agreement whether the Premises be injured or not. A total destruction of the building in which the Premises is situated shall terminate this Agreement.

In the event of any dispute between City and County with respect to the provisions of this paragraph, the matter shall be submitted to binding arbitration before a mutually agreeable arbitrator.

11. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this Agreement by County, City may, at its option, terminate this Agreement. City may, in the alternative, continue this Agreement in effect, as long as City does not terminate County's right to possession, and City may enforce all its rights and remedies under this Agreement,

including the right to recover the Rent as it becomes due under this Agreement. If such breach continues, City may, at any time thereafter, elect to terminate this Agreement. Nothing contained herein shall be deemed to limit any other rights or remedies which City may have.

Notwithstanding the foregoing, County shall not be in default or breach of this Agreement unless County fails to perform required obligations of County within fifteen (15) days after written notice is delivered by City, specifying the obligation which County has failed to perform; provided, however, that if the nature of County's obligation is such that more than fifteen (15) days are required for performance, then County shall not be in default or breach if County commences performance within said fifteen (15) day period and thereafter diligently proceeds towards completion.

12. RELATIONSHIP OF PARTIES: It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of City. County shall observe all laws and regulations applicable to employers in the State of California.
13. ASSIGNMENT AND SUBLETTING: County shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the City, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this Agreement.
14. ENTRY AND INSPECTION: City understands that the nature of County's work is sensitive. City shall, therefore, only have access to the Premises upon 24 hours' notice to County, and with County's attendance.
15. MAINTENANCE, REPAIRS, ALTERATIONS OR ADDITIONS: County acknowledges that the Premises is in good order and repair, unless otherwise indicated herein. County shall, at its own expense and at all times, keep the Premises in a good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. City shall be responsible for maintaining the roof, exterior walls, structural foundations, common areas, routine maintenance and repairs of the Premises, and all building systems, including, but not limited to, the heating, ventilating and air-conditioning system (HVAC).

No alterations or additions to the Premises shall be made by County without the prior written consent of City. Prior to the commencement of any substantial repair, improvement, or alteration, County shall give City at least two (2) days written notice in order that City may post appropriate notices to avoid any liability for liens. County shall not commit any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of City or any tenant of City. Any concerns shall be submitted in writing to the Public Works Director, City of Lodi, P. O. Box 3006, Lodi, CA 95241.
16. SURRENDER OF PREMISES: County shall, at the termination of this Agreement, or upon the earlier termination hereof for any reason, or upon the extension of the Term as herein set forth, quit and surrender the Premises in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.
17. FEES: County shall pay all license fees, or other fees or taxes, including possessory interest taxes, levied by any governmental agency which may be imposed upon the business of County or its subtenant conducted upon the Premises.

If any of the above charges are assessed against the Premises, and because of said assessment, the City pays the same, the City will have the right to, regardless of the validity of any such levy, demand that County repay to City all taxes and other assessments so levied against City.

18. **UTILITIES AND CUSTODIAL SERVICES:** City agrees that it shall be responsible for the payment of all utilities, including water, sewer, wastewater, gas, electricity, and all custodial services to the Premises. County shall pay City \$150.00 per month for utilities and \$50.00 per month for custodial services, as reimbursement for those expenses. During the Term of this Agreement, and any extension thereof, it is understood and agreed by the parties hereto that County shall be responsible for the installation, maintenance and cost of any telephone or data communication lines that are required to operate its business, at no cost to City.
19. **MECHANIC'S LIEN:** County agrees to keep the Premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and County shall not create, or suffer to be created, any lien or encumbrance on the Premises.
20. **INDEMNITY/PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** City understands that County is self-insured. County shall at all times maintain said self-insurance for public liability including bodily injury and property damage including insuring County and City with minimum coverage of \$5,000,000 each occurrence.

County agrees to indemnify defend and save harmless City from and against all claims of whatever nature arising from any act, omission, or negligence of County or County's contractor's licensees, agents, servants, employees, or invitees, or arising from any accident, injury, or damage whatsoever caused any person or the Property of any person, occurring during the Term of this Lease in or about the property where such accident, damage, or injury, results or is claimed to have resulted, from any act or omission on the part of County or County's agents, servants, employees or invitees. This indemnity and hold harmless shall extend to all costs and expenses, including attorney's fees and costs.

County agrees to maintain in full force during the Term of this lease self-insurance which shall contain an additional named insured endorsement naming City as an additional insured.

In addition to the additional named insured endorsement on County's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for 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 coinsurance afforded by this endorsement."

To the maximum extent permitted by insurance policies which may be owned by City or County, City and County, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to City within ten (10) business days after the issuance and each renewal of said policy. This paragraph,

and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of County.

21. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If County should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of the Premises, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then City may, without notice or demand, terminate this Agreement and forthwith reenter and repossess the Premises, and remove all persons therefrom, and under no circumstances shall this Agreement be assignable or transferable by operation of law.
22. **ATTORNEY'S FEES:** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
23. **WAIVER:** Failure of City to insist upon performance of any of the terms or conditions of this Agreement in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and County's obligations to such future performance shall continue in full force and effect. The receipt by City of Rent, with the knowledge of the breach of this Agreement or condition hereof, shall not be determined to be a waiver of any such breach.
24. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same postage prepaid, to County at the Premises, or City at the address shown below, or at such other places as may be designated by the parties from time to time as provided herein.

CITY:

Public Works Director
City of Lodi
P. O. Box 3006
Lodi, California 95241

COUNTY:

County of San Joaquin
Attn: General Services Director
44 N. San Joaquin Street, Suite 590
Stockton, California 95202

25. **HOLDING OVER:** Any holding over after the expiration of the term or termination of this Agreement shall be construed to be a month-to-month tenancy in accordance with the terms hereof, as applicable.
26. **TIME:** Time is of the essence of this Agreement.
27. **HEIRS, ASSIGNS, AND SUCCESSORS:** This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
28. **TENANT IMPROVEMENTS:** Tenant improvements ("**Tenant Improvements**") for the Premises are shown generally on Attachment "B" – Floor Plan and described on Attachment "C" – Scope of Work, each of which is attached hereto and made a part hereof. All Tenant Improvements shall be provided and paid for by County. Construction of Tenant Improvements shall commence upon issuance of a building permit by the City

of Lodi, if applicable. Title to all Tenant Improvements listed in this paragraph shall immediately vest in City. Tenant Improvements shall be constructed in similar form and content to the Floor Plan and Scope of Work attached to this Agreement.

- 29. **OWNER'S LIABILITY:** The term "City" as used in this paragraph, shall mean only the owner of the real property. In the event of any transfer of such title or interest, the City named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to City's obligations to be performed after such transfer. Provided, however, that any funds in the hands of City or grantor at the time of such transfer shall be delivered to grantee. City's aforesaid obligations shall be binding upon City's successors and assigns only during their respective periods of ownership.
- 30. **ACCEPTANCE OF THE PREMISES:** County has examined the Premises, knows the conditions thereof, and accepts possession thereof in its present condition.
- 31. **CONTRACT:** This Agreement constitutes the entire agreement between the County and City, and no representation or agreement, whether oral or written, unless expressed herein, shall be binding on either County or City.

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

"CITY"

CITY OF LODI, a municipal corporation

D. Stephen Schwabauer
City Manager

Jennifer Robison
City Clerk

Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By _____
Janice D. Magdich
City Attorney

"COUNTY"

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By _____
Carlos Villapudua, Chairman
Board of Supervisors

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors of the
County of San Joaquin, State of California

By _____
Deputy Clerk

Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Jason R. Morrish
Deputy County Counsel

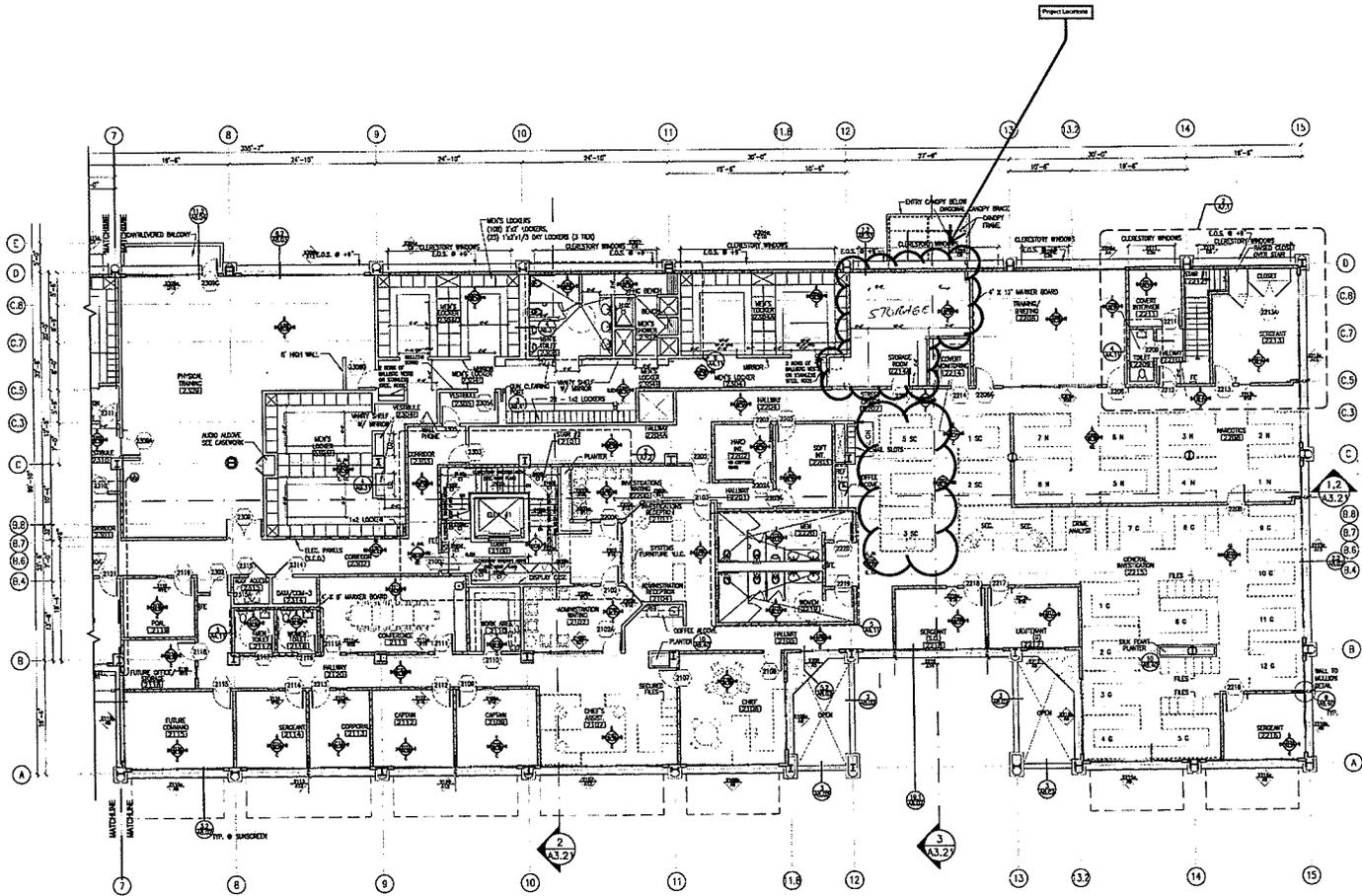
ATTACHMENTS:

- Attachment "A" – Premises
- Attachment "B" – Floor Plan
- Attachment "C" – Scope of Work

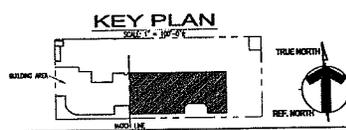
C:\Users\Owner\Documents\Stansson Consulting\San Joaquin County\Lodi Police Dept. for DA\121014
DA Lease for Lodi PD.docx; Last printed: 12/10/2014 4:36 PM

DRAFT

ATTACHMENT "A"



1 SECOND FLOOR PLAN - EAST SIDE
 SCALE 1/8"=1'-0"



DRAWING RELEASE

DATE	BY

SHEET TITLE
 SECOND FLOOR PLAN
 EAST SIDE

SCALE
 1/8" = 1'-0"

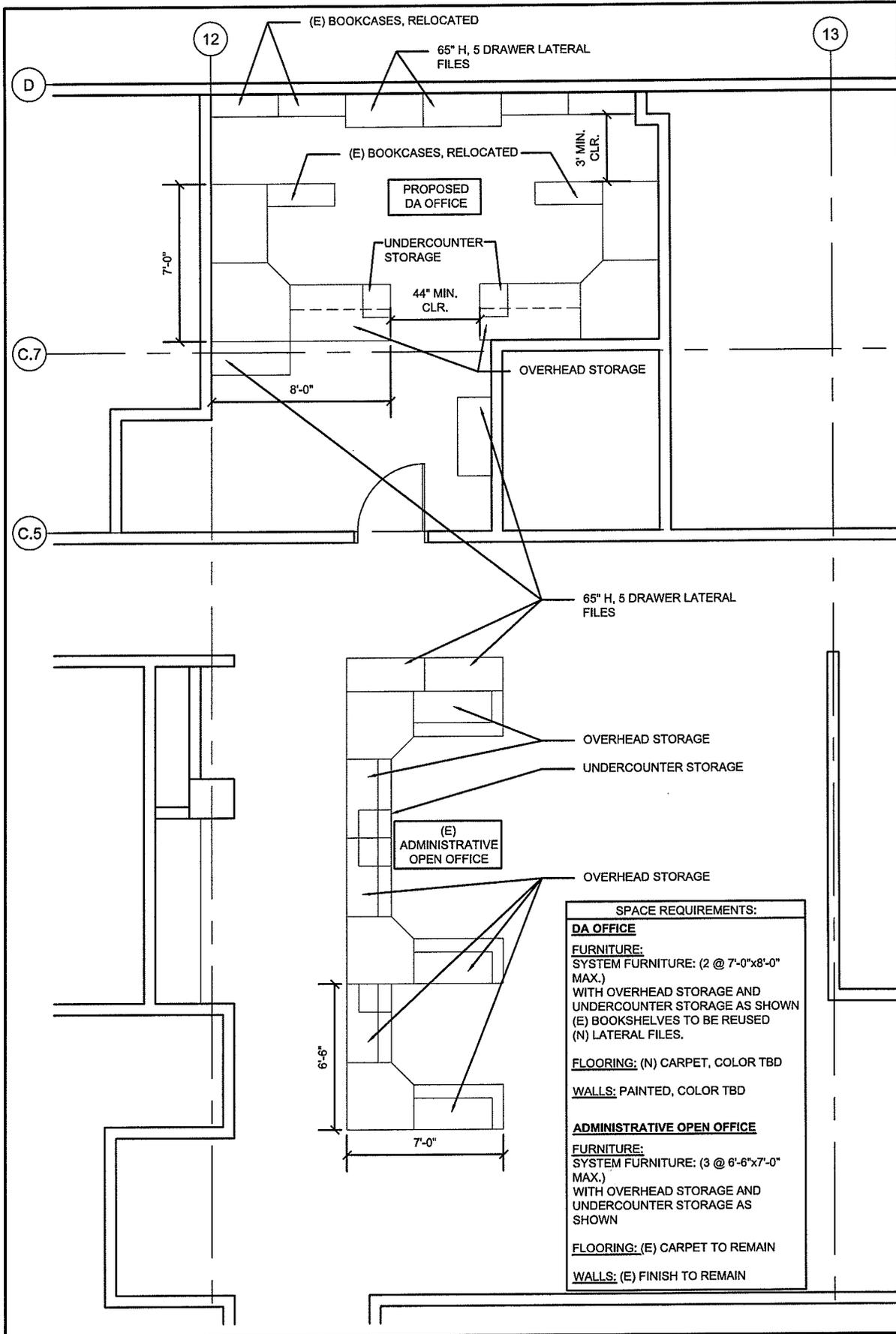
DRAWN BY
 SBR

JOB NO.
 822

DATE
 MARCH 18, 2002

SHEET

A2.12b



SPACE REQUIREMENTS:	
DA OFFICE	
FURNITURE:	
SYSTEM FURNITURE: (2 @ 7'-0"x8'-0" MAX.)	
WITH OVERHEAD STORAGE AND UNDERCOUNTER STORAGE AS SHOWN	
(E) BOOKSHELVES TO BE REUSED	
(N) LATERAL FILES.	
FLOORING: (N) CARPET, COLOR TBD	
WALLS: PAINTED, COLOR TBD	
ADMINISTRATIVE OPEN OFFICE	
FURNITURE:	
SYSTEM FURNITURE: (3 @ 6'-6"x7'-0" MAX.)	
WITH OVERHEAD STORAGE AND UNDERCOUNTER STORAGE AS SHOWN	
FLOORING: (E) CARPET TO REMAIN	
WALLS: (E) FINISH TO REMAIN	

**STAFFORD
KING
WIESE
ARCHITECTS**



FLOOR PLAN - OPTION 4

SAN JOAQUIN COUNTY DA OFFICE REMODEL

LODI POLICE DEPARTMENT
215 W. ELM STREET
LODI, CA 95240

SAN JOAQUIN COUNTY GENERAL SERVICES DEPARTMENT

Attachment "B" - Floor Plan

SCALE 1/4" = 1'-0"

JOB NO.
04686.00
DATE
05/07/14
DRAWN BY
RC
CHECKED
BG

DRAWING NO.
A.4

Attachment "C" – Scope of Work

San Joaquin County District Attorney's Office Space
City of Lodi Police Department
215 West Elm Street, Second Floor, Lodi, CA

Scope of Work shall include the following:

1. Tenant improvements, to convert an existing storage room into office space.
 - Furnish and install carpet.
 - Furnish and apply paint.
 - Minor electrical modifications.
 - Furnish and install/voice/data cabling.
 - Furnish and install two (2) private office desks, chairs, ancillary furniture, and one (1) printer/copier/fax machine.
2. Furnish, install, electrify, and voice/data cable a three (3) workstation modular furniture cluster in the open office space adjacent to the new office space.
3. Furnish and install San Joaquin County voice/data functionality.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2013/14

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2013/14.

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

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

Exhibit A - A summary of the current fees, beginning and ending balances for each fee account, total fees collected, interest earned, and total expenditures from each account for FY 2013/14.

Exhibit B - A summary by account of public improvement projects on which fees were expended during FY 2013/14.

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

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2013/14 Annual Report											
4												
5												
6	Fee:	Electrical	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	165	173	182	175	332	338	1215	1216	1217	1218	1214
8												
9	Fee Amount	336	1,720	1,263	567	289	3,028	307	157	1,584	251	33
10												
11	Fund Balance - Beginning of Year	659,812.32	15,774.76	1,157,110.46	643,859.83	233,069.98	708,366.34	1,643.38	(1,208,375.36)	457,448.61	(70,718.28)	167,686.32
12												
13	Revenues:											
14	Investment Revenues	0	3,116.05	407.13	5,132.79	2,812.12	4,669.06	434.60	238.35	2,626.90	263.51	1,078.56
15	Impact Mitigation Fees	89,641.00	45,776.80	60,000.96	130,363.72	94,454.35	32,371.85	34,339.70	34,357.48	42,043.19	29,285.62	4,102.81
16	Other Revenue											
17												
18	Total Revenue	89,641.00	48,892.85	60,408.09	135,496.51	97,266.47	37,040.91	34,774.30	34,595.83	44,670.09	29,549.13	5,181.37
19												
20												
21	Expenditures:											
22	Capital Projects	0.00	0.00	0.00	(45,016.07)	0.00	0.00	0.00	0.00	(120,727.14)	0.00	(6,950.00)
23												
24	Total Expenditures	0.00	0.00	0.00	(45,016.07)	0.00	0.00	0.00	0.00	(120,727.14)	0.00	(6,950.00)
25												
26												
27	Other Sources (Uses):											
28	Operating Transfers In											
29	Operating Transfers Out											
30												
31	Total Other Sources (Uses)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32												
33												
34	Total Fund Balance - End of Year	749,453.32	\$64,667.61	\$ 1,217,518.55	\$734,340.27	\$330,336.45	745,407.25	\$36,417.68	(\$1,173,779.53)	\$381,391.56	(\$41,169.15)	\$165,917.69
35	Change in Receivables/Payables (2)	(7,308.00)	(7,480.83)	562.82	4,853.75	(85.62)	(193.38)	(9.49)		9,679.39	(3.56)	1,956.50
36	Interfund Loans			(1,174,024.89)	(55,000.00)				1,174,024.89		55,000.00	
37	Cash Balance - End of Year	\$742,145.32	\$57,186.78	\$ 44,056.48	\$684,194.02	\$330,250.83	\$745,213.87	\$36,408.19	\$245.36	\$391,070.95	\$13,827.29	\$167,874.19
38												
39												
40		(1) Fees listed are for one unit of residential low density. RTIF fee listed is for one residential single family dwelling unit equivalent.										
41		Water/Wastewater fees are per 3/4" residential meter.										
42		Electrical fees listed are for Residential for a 200 amp panel.										
43												
44		(2) Difference between investments and accounts/retainages payable.										

Cell: D36

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

Cell: E36

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

Cell: I36

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

Cell: K36

Comment: Loan from Storm IMF for the IMF update

EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2013/14

Account No.	Description	Electrical 165	Wastewater 173	Water 182	Storm Drain 175	Streets 332	RTIF 338	Police 1215	Fire 1216	Parks & Rec 1217	General Facilities 1218	Art in Public PI 1214
175043	Debenedetti Park Enclosure				45,016.07							
1214016	Traffic Control Box Art											1,950.00
1214018	River Friendly Bench Project											5,000.00
1217040	Debenedetti Park Phase 1									3,107.66		
1217043	Debenedetti ADA Improvements									89,851.25		
1217044	Strategic Plan									9,780.83		
1217045	Debenedetti Soccer Goals									17,987.40		
	Total	0.00	0.00	0.00	45,016.07	0.00	0.00	0.00	0.00	120,727.14	0.00	6,950.00

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE IMPACT MITIGATION FEE PROGRAM
ANNUAL REPORT FOR FISCAL YEAR 2013-14

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Impact Mitigation Fee Program Annual Report for fiscal year 2013-14, as shown on Exhibits A and B, attached and made a part of this Resolution.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

	A	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT A											
2	IMPACT MITIGATION FEE PROGRAM											
3	FY 2013/14 Annual Report											
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EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2013/14

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1217045	Debenedetti Soccer Goals									17,987.40		
	Total	0.00	0.00	0.00	45,016.07	0.00	0.00	0.00	0.00	120,727.14	0.00	6,950.00



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: December 17, 2014
PREPARED BY: Public Works Director

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

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

The process of coating the digester interior continues and remains on schedule. The digester roof is currently in fabrication. Both new roofs will be ready for delivery in January 2015.

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

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

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

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Confirming the 2015 Annual Report and Levy of Assessments Within the Lodi Tourism Business Improvement District (LTBID)

MEETING DATE: December 17, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Public hearing to consider adopting resolution confirming the 2015 Annual Report and levy of assessments within the Lodi Tourism Business Improvement District (LTBID).

BACKGROUND INFORMATION: In accordance with California Streets and Highway Code Sections 36500 and 36524, the Annual Report of the LTBID was approved by the City Council on October 28, 2014 by Resolution No. 2014-201, and the public hearing scheduled.

A public hearing is required to hear protests and to receive testimony regarding the levy of and collection of a 3 percent Tourism Promotion Business Assessment for the benefit of the LTBID. Staff recommends approval of the levy of the assessment.

FISCAL IMPACT: Funding for Visit Lodi! generates additional funding for local merchants and the City as tourism dollars are spent locally.

FUNDING: Not applicable.

Jordan Ayers, Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI CONFIRMING THE 2015 ANNUAL REPORT FOR THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT AND LEVY OF ASSESSMENT

WHEREAS, the Lodi Tourism Business Improvement District was established October 20, 2004, by City Council Ordinance 1753, and as amended by Ordinances 1756 and 1818; and

WHEREAS, the Annual Report, as required by Streets and Highways Code Section 36533, has been submitted to the Board of Directors of said Improvement District; and

WHEREAS, a public hearing was held as required by Streets and Highways Code Section 36524 on December 17, 2014, in the City Council Chambers at Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m., or as soon thereafter as possible, to consider protests to the assessment levy.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby resolve, determine, and find as follows:

1. A Resolution of Intention (Resolution No. 2014-201) to Levy Annual Assessment for the Lodi Tourism Business Improvement District, Establishing Public Hearing Date and Approving Annual Report was adopted by the Lodi City Council on October 28, 2014.
2. The required public hearing was duly held on December 17, 2014, at which time the public was allowed to present written or oral protests to the levy of assessments for Lodi Tourism Business Improvement District.
3. A majority protest as defined in the Streets and Highways Code Section 36525 was not made.
4. The 2015 Annual Report as submitted on October 28, 2014, by the Board of Directors of the Lodi Tourism Business Improvement District to the City Council is hereby confirmed as originally filed and attached hereto.
5. The confirmation of the Annual Report and adoption of this Resolution constitutes the levy of the assessment as contained in the Annual Report for the calendar year 2015.

Dated: December 17, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following votes:

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

JENNIFER M. ROBISON
City Clerk

Lodi Tourism Business Improvement District Annual Report

Assessment Funding Purpose: To administer marketing programs to promote the City of Lodi as a tourism destination and to fund projects, programs, and activities that benefit hotels within the Business Improvement District boundaries

Method of Assessment: The LT BID includes all hotels/lodging facilities within the City of Lodi as well as two properties currently located at the intersection of Kettleman Ln. and I-5. Each lodging facility within the district shall be assessed 3% of the gross room rental revenue. Rentals (stays) lasting over 30 days are not subject to the assessment. The assessment is levied annually and collected quarterly.

2015 Work Plan (See Attached)

For the purpose of the Annual Report presentation, we have broken our 2015 Work Plan into 5 project areas:

- Marketing/Promotional Activities
- Customer Service & Hospitality
- Events
- Communications
- Research

2015 Budget

Income - BID	\$384,823.00
Income-City of Lodi	\$127,688.00
Income - Tourism Lunch	\$10,000.00
Income-postage donations	\$20.00
Income-website advertising	\$1,750.00
Rent Income	\$10,716.00
Other Income (janitorial, supplies,etc)	\$2,400.00
Retail Income	\$1,200.00
Total Income	\$538,597.00

Advertising/Marketing	\$122,909.00
Automobile Expense	
Automobile Expense - Sales	\$1,000.00
Automobile Expense - Other	\$2,100.00
Bank Service Charges	\$400.00
Contingencies/Unexpected Opportunities	\$14,000.00
Dues & Subscriptions	\$3,255.00
Education/Conferences	\$1,965.00
Equipment Lease	\$3,801.00
Event Expenses - Tourism Lunch	\$11,135.00
Gifts	\$200.00
Hospitality/Meetings: Sales	\$500.00
Hospitality/Meetings: Other	\$1,400.00
<u>Insurance</u>	
Directors & Officers	\$1,400.00
Health	\$9,500.00
Liability	\$1,000.00
Work Comp	\$2,000.00

Labor, Contract	\$6,600.00
<u>Office Expenses</u>	
Equipment	\$2,135.00
Maintenance	\$4,640.00
Supplies	\$1,815.00
<u>Personnel</u>	
Salaries	\$165,480.00
Benefits	\$11,256.00
Postage & Delivery	\$3,000.00
Printing & Reproduction	\$850.00
<u>Professional Fees</u>	
Accounting	\$3,765.00
Administration-City of Lodi	\$19,241.00
Promotion	
FAM Tour Transportation	\$300.00
FAM Tour Lunches	\$400.00
Fam Tour Gift Bags	\$250.00
Group Sales Wine & Dine (2)	\$1,500.00
Online campaign consultant	\$25,000.00
Downtown Banners/Hardware	\$2,500.00
Quarterly Event Calendar	\$1,250.00
Other - graphic & web design, photography, tradeshow giveaways, misc.	\$10,174.00
Rent	\$36,060.00
<u>Repairs</u>	
Computer Repairs	\$800.00
Retail	\$3,000.00
Special Projects	\$16,158.00
<u>Tax & License</u>	
Payroll	\$16,260.00
Property	\$50.00
Licenses	\$25.00
Technology	\$6,945.00
Telephone	\$4,060.00
Trade Shows	\$5,175.00
<u>Travel & Entertainment</u>	
Meals	
Meals - Sales	\$175.00
Meals - Other	\$1,115.00
Travel	
Travel - Sales	\$320.00
Travel - Other	\$6,733.00
Utilities - Gas & Electric	\$5,000.00
Total Expense	\$538,597.00

Net Profit (Loss)

Visit Lodi!
Conference & Visitors Bureau

2015 Work Plan

Marketing/Promotional Activities

Leisure Market

Targeted Advertising: Ads will be placed in prime target markets as designated by the 2013 brand research studies. Ads will be both hard copy and digital in nature and will include a response measure for tracking purposes wherever possible.

Trade Shows: Visit Lodi! will have a booth at the 2015 Bay Area Travel Show, Sunset Tradeshow and will partner with the Central Valley Tourism Association to promote and represent Lodi at additional shows where possible. Staff will actively promote and recruit partners to participate as a way to have a greater presence at the shows while increasing visibility and promotional opportunity for Lodi. All leads will be tracked and a database of contacts will be maintained for future marketing opportunities.

LodiView: Visit Lodi! will continue to offer LodiView as a monthly e-publication highlighting Lodi events and activities of interest to the tourist. LodiView distribution is currently at over 6,300 subscribers.

Quarterly e-postcards: In 2015 Visit Lodi! will produce quarterly e-postcards that will be mailed to our marketing database. Each postcard will feature a call to action and will give recipients the ability to click through to the Visit Lodi! website for special offers and other Lodi visitor information.

Social Media and Content Management: In 2015 Visit Lodi! will work with a Content Management/Social Media Consultant to develop an integrated content marketing plan. This custom-crafted integrated marketing campaign will incorporate all aspects of our destination's digital brand presence including website, social media, mobile outlets and email. It can include social media training and counseling, marketing campaign related promotional art, marketing campaign management, custom Facebook application, social network advertising and mobile marketing. Additionally a Visit Lodi! travel blog, videos and quarterly e-postcards will support the overall campaign strategy. New this year will include SEO analysis and strategic keyword ad buys to optimize our search engine rankings and presence.

Group Market

Tradeshows: Visit Lodi! will attend three sales shows created for the group market: The California Society of Association Executives (Cal SAE), the Sacramento/Sierra Nevada Chapter of Meeting Professionals International (MPI)

Conference and Trade Show, and Society of Government Meeting Planners (SGMP). All sales leads will be followed up on and added to our database for future marketing opportunities. In addition, Visit Lodi! will partner with the Central Valley Tourism Association to promote and represent Lodi at all national and international group sales shows.

Fam Tours: Visit Lodi! Group Sales Manager will host a biannual Fam Tour for meeting planners and group decision makers as a tool to showcase Lodi as a group meeting destination.

Direct Mail Campaign: Quarterly fliers/brochures will be sent to group sales decision makers to reinforce the vision of Lodi as a go-to destination for meetings/conferences/events. Quarterly mailers will keep Lodi top-of-mind for meeting planners, association leaders and social/fraternal groups.

Sales Calls: Staff will make face-to-face sales appointments to group decision makers out of the area in an effort to sell them on bringing their group events and meetings to Lodi. Additionally, sales staff will utilize cold calls to meeting planners and association leaders as a way to maintain visibility and continually educate potential clients to the value of Lodi as a meeting destination.

Wine & Dine: Visit Lodi! will hold two out-of-the-area Wine & Dine social events for group decision makers as an alternative to the FAM Tour. These events will provide an opportunity for Visit Lodi! staff to promote Lodi to hard-to-reach decision makers.

Meeting Professionals Organizations: The Group Sales Manager will maintain memberships in MPI, SGMP and CalSAE and regularly attend meetings and events of these organizations. This gives Visit Lodi! an opportunity to help build business relationships with group decision makers.

Sponsorships and Incentives: Visit Lodi! will utilize sponsorships and incentives at tradeshow and industry events (when appropriate and as funding allows) as a method by which to introduce the group market to Lodi as a destination. Sponsorships may be used as an incentive to facilitate bringing a group event to Lodi. Examples are sponsoring a wine reception at a meeting planner's conference or offering a cash incentive to bring a group to Lodi.

Customer Service/Hospitality

Visitor Information Packets: Visitor information will be distributed on request via email or through access on our website.

Website: The goal of the Visit Lodi! website is twofold: 1.) To educate and create awareness of Lodi as a visitor destination and to 2.) Provide the highest

degree of customer service by ensuring that visitor information is complete, up-to-date and easily accessible. Visit Lodi! will utilize the new blog and social media advertising as a way to drive people to the website.

Lodi Brand Retail: Visit Lodi! will carry a variety of Lodi logo wear, postcards and gift items for sale.

Visitor Publications: Visit Lodi! will develop and maintain a number of publications geared to increase availability of visitor information.

- **Lodi Visitor Guide:** An updated Lodi Visitor Guide will be presented for distribution in the summer of 2015. The book which is designed to showcase Lodi to potential visitors and tourists is currently distributed to hotels, wineries, venues and other tourist attractions. It is one of the main marketing pieces for Visit Lodi! and is mailed upon request as well as distributed at travel trade and sales shows. Consumers will be able to access the guide on-line and advertisers in the guide will have the ability to change their on-line ads 4 times throughout the year giving them flexibility in their advertising campaigns.
- **Festival & Events Calendar:** Visit Lodi! will produce an in-house designed/printed Festival & Events Calendar. The Calendar, produced quarterly, is a quick reference to events in the Lodi area and is distributed at the hotels, wineries, attractions, tradeshow, and included in visitor information packets.
- **Visitor Attraction Map & Guide:** The Visitor Attraction Map & Guide is distributed to hotels, wineries and attractions for their use and will be sent out to visitors upon request as well as utilized as give-a-ways at tradeshow. The map is designed to fold into a brochure so that it can be used in a card rack or as a self-mailer.
- **Meeting Facilities Brochure:** The Meeting Facilities Brochure is designed to provide information to potential consumers on event facilities and will be utilized heavily by Sales staff when promoting local venues to the group market.

Hotel Brochure Distribution: Visit Lodi! staff will provide a monthly brochure distribution service to all Lodi hotels, wineries and attractions. The goal is to ensure that visitor information is widely available and easily accessible to guests.

Events

Tourism Luncheon: May 2015, Visit Lodi! will host the 9th Annual Tourism Luncheon. The Luncheon is designed to give Visit Lodi! the opportunity to promote their programs and services to the greater Lodi community.

Communications

Newsletter: Visit Lodi!'s digital newsletter Tourism-at-a-Glance will feature new business openings, events and other items of interest to those vested in the tourism industry as well as information on programs and services offered by the Visit Lodi! Conference & Visitors Bureau. The newsletter will be distributed to local business leaders and elected officials.

Research

Data: Visit Lodi! is committed to utilizing data to drive marketing decisions, programs and services. In addition to collecting and reporting Lodi TOT, social media, and leisure and group visitor trends, staff will seek out new ROI measures.



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: RESOLUTION AND PUBLIC HEARING REGARDING INTENTION TO
LEVY ANNUAL ASSESSMENT FOR LODI TOURISM BUSINESS
IMPROVEMENT DISTRICT

PUBLISH DATE: SATURDAY, NOVEMBER 1, 2014

LEGAL AD

TEAR SHEETS WANTED: Three (3) please

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

DATED: TUESDAY, OCTOBER 28, 2014

ORDERED BY: JENNIFER M. ROBISON
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

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

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DECLARATION OF POSTING

RESOLUTION AND PUBLIC HEARING REGARDING INTENTION TO LEVY ANNUAL ASSESSMENT FOR LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

On Tuesday, October 28, 2014, in the City of Lodi, San Joaquin County, California, a resolution and public hearing regarding intention to levy annual assessment for Lodi Tourism Business Improvement District (attached and marked as Exhibit A) was posted at the following locations:

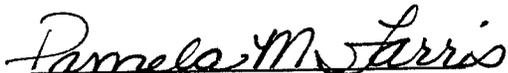
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

Executed on October 28, 2014, at Lodi, California.

ORDERED BY:

JENNIFER M. ROBISON
CITY CLERK


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

NOTICE OF PUBLIC HEARING
RESOLUTION NO. 2014-201

A RESOLUTION OF INTENTION OF THE LODI CITY COUNCIL TO LEVY ANNUAL ASSESSMENT FOR LODI TOURISM BUSINESS IMPROVEMENT DISTRICT, ESTABLISHING PUBLIC HEARING DATE, AND APPROVING ANNUAL REPORT

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WHEREAS, the Lodi Tourism Business Improvement District was established December 20, 2004, by City Council Ordinance 1753, and as amended by Ordinances 1756 and 1818; and

WHEREAS, the Annual Report, as required by Streets and Highways Code Section 36533, has been submitted to the Board of Directors of said improvement district.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby resolve, determine, and finds as follows:

1. Approves the Annual Report as submitted, said report being on file with the City Clerk.
2. Establishes **December 17, 2014, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m.**, or as soon thereafter as possible, as the date, place, and time to hold the public hearing.
3. It is the intention of the City Council to levy and collect assessments within the Lodi Tourism Business Improvement District for the calendar year 2015 (the District's fiscal year).
4. The proceeds from the Lodi Tourism Business Improvement District assessment shall be used to administer marketing programs to promote the City of Lodi as a tourism destination and to fund projects, programs, and activities that benefit hotels within the City of Lodi. The boundaries of the Lodi Tourism Business Improvement District shall be the boundaries of the City of Lodi and County Service Area No. 31 (Flag City). Refer to the report on file with the Lodi City Clerk's office for a full and detailed description of the improvements and activities, boundaries, and proposed assessments for the 2015 fiscal year.
5. At the time of the public hearing, written and oral protests may be made. The form and manner of protests shall comply with Streets and Highways Code Sections 36524 and 36525.

Dated: October 28, 2014

=====

I hereby certify that Resolution No. 2014-201 was passed and adopted by the City Council of the City of Lodi in a special meeting held October 28, 2014, by the following votes:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Nakanishi and Mayor Katzakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Mounce
- ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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

MEETING DATE: December 17, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution setting pre-approved Engineering News Record (ENR) 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. Last year on December 18, 2013, the City Council approved a rate increase of 2.5 percent, although the ENR index change was 3.3 percent. A summary of the past years water rate changes to the ENR index change is provided in Attachment A. The purpose of this table is to demonstrate past rate increases have frequently been below those pre-approved.

On July 16, 2014, City Council approved a restructured water rate schedule to be implemented over the three-year period from 2014 through 2016. Three principal elements of the restructuring were a decrease in residential (3/4-inch meter size) monthly base charge, a decrease in the three-tiered residential commodity charge, and an increase in the single-tiered non-residential and multi-family commodity charge. In addition, the Council approved increases to the monthly base charge for meters two inches and larger that serve the larger industrial, commercial, multi-family, and school customers. A summary of these approved water rates is provided in Attachment B. This rate schedule is revenue neutral relative to the proposed newly indexed July 2014 water rates, but includes the beginning of the proposed three-year phased changes to the rate structure. These rate schedules reflect the second and third year of the three-year rate structure phasing, as well as the maximum potential rate adjustment due to ENR indexing of three percent.

On May 7, 2014, City Council approved a five-year (2015 through 2019) 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 (2014) ENR index change was two percent and staff is recommending a water rate increase of two percent. A summary of current and proposed rates for flat rate and usage-based rate customers is provided in Attachment C. For a residential customer still on the flat rate, the monthly charge for a three-bedroom home will increase from \$44.12 to \$45.00 or \$0.88 per month. A metered residential customer using 1,800 cubic feet of water per month will see a decrease from \$43.46 to \$42.74 or \$0.72 per month, as a result of the restructuring mentioned in the previous paragraph.

APPROVED: _____
Stephen Schwabauer, City Manager

Public Works uses a Water Utility Financial Plan (Plan) to evaluate financial operations of the utility. A copy of the Plan is provided as Attachment D. The Plan includes the past year's actual revenues and expenditures and a five-year forecast of the same. Line 4 presents the revenue increases required to support expected operations, capital maintenance, debt service and reserves expenditures. For Fiscal Year 2015 and 2016, staff recommends two percent each year although the Proposition 218 approval programmed three percent in each of those years. For Fiscal Years 2017 through 2018, the required revenue increases are expected to be two and one-half percent compared to the programmed three percent. Line 31 lists the 25 percent operating reserve based upon expenditures for cost of services, personnel, operations and maintenance. Line 33 presents the debt service coverage ratio that is consistently above 3.0 compared to the required 1.25.

Line 38 is the portion of revenues that are assigned to future capital maintenance. These expenditures are primarily for the Water Meter Program that is installing meters throughout the service area and, at the same time, is replacing old and small diameter distribution piping. More than 16,000 water meters will be installed and more than 26 miles of piping will be constructed over the eight-year project from 2011 through 2018 at a projected total cost of more than \$42 million. The Water Meter Program is a State-mandated program. Details of this and other capital maintenance projects and costs are provided in Lines 47 through 98 of the Plan.

The Plan includes forecasts of future development that will pay impact mitigation fees to the utility. For bond rating purposes, the assumed number of dwelling unit equivalents (DUE – one is equal to the demand of a single family detached unit) added each year is 50 and this number is relatively conservative. In Fiscal Year 2015, we expect to collect water impact mitigation fees for approximately 50 DUE's from the Lodi Shopping Center, Reynolds Ranch Shopping Center, and Rose Gate Subdivision. Future years should experience an increased level of development activity above 50 DUE's per year.

Line 199 provides information regarding excess funds available for capital projects. These funds are earmarked for completion of the Water Meter Program and other capital maintenance projects. Available funds diminish over the next four years of the Plan as these projects are completed. In light of the diminishing fund balance in the out years, the Water Meter Program was extended by one year to keep water rate increases to a minimum. After Fiscal Year 2019 when the Water Meter Program is completed, the Council will be asked to consider if rate levels should be maintained in order to pay off Water Treatment Plant bonded debt.

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

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/smh
Attachments
cc: Matthew Casson, Information Systems
Lance Roberts, Utility Superintendent – Public Works

Attachment A

Programmed and Implemented Rate Adjustments

Water

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

(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
Summary of Restructured Water Rates

	Current (Jan. 2014)	Proposed (July 2014)	Future Rate Ceiling				
			Proposed (Jan. 2015)	Proposed (Jan. 2016)	Proposed (Jan. 2017)	Proposed (Jan. 2018)	Proposed (Jan. 2019)
Rate Increase -->		(2)	3.0% (3)	3.0% (3)	3.0%	3.0%	3.0%
USAGE-BASED RATES							
Monthly Service Charge							
Single Family							
Up to 3/4" meter	\$ 24.37	\$ 23.26	\$ 22.80	\$ 21.65	\$ 22.30	\$ 22.97	\$ 23.66
1" meter	\$ 39.57	\$ 37.38	\$ 36.26	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16
1 1/2" meter	\$ 77.31	\$ 72.45	\$ 69.63	\$ 64.62	\$ 66.56	\$ 68.56	\$ 70.62
2" meter	\$ 122.78	\$ 114.71	\$ 109.84	\$ 101.52	\$ 104.57	\$ 107.71	\$ 110.94
Multi-Family and Non-Residential (1)							
Up to 3/4" meter	\$ 24.37	\$ 23.26	\$ 22.80	\$ 21.65	\$ 22.30	\$ 22.97	\$ 23.66
1" meter	\$ 39.57	\$ 37.38	\$ 36.26	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16
1 1/2" meter	\$ 61.75	\$ 62.08	\$ 64.28	\$ 64.62	\$ 66.56	\$ 68.56	\$ 70.62
2" meter	\$ 77.15	\$ 84.29	\$ 94.17	\$ 101.52	\$ 104.57	\$ 107.71	\$ 110.94
3" meter	\$ 108.01	\$ 132.74	\$ 162.18	\$ 187.65	\$ 193.28	\$ 199.08	\$ 205.05
4" meter	\$ 138.90	\$ 193.14	\$ 254.80	\$ 310.67	\$ 319.99	\$ 329.59	\$ 339.48
6" meter	\$ 200.57	\$ 333.69	\$ 480.82	\$ 617.94	\$ 636.48	\$ 655.57	\$ 675.24
8" meter	\$ 262.31	\$ 494.23	\$ 747.94	\$ 986.82	\$ 1,016.42	\$ 1,046.91	\$ 1,078.32
10" meter	\$ 324.00	\$ 674.61	\$ 1,056.08	\$ 1,417.30	\$ 1,459.82	\$ 1,503.61	\$ 1,548.72
Usage Rates (\$/CCF)							
Single Family							
Tier 1 (0-10 CCF)	\$ 0.94	\$ 0.94	\$ 0.97	\$ 0.96	\$ 0.99	\$ 1.02	\$ 1.05
Tier 2 (11-50 CCF)	\$ 1.41	\$ 1.35	\$ 1.33	\$ 1.27	\$ 1.31	\$ 1.35	\$ 1.39
Tier 3 (>50 CCF)	\$ 1.87	\$ 1.76	\$ 1.70	\$ 1.59	\$ 1.64	\$ 1.69	\$ 1.74
Multi-Family and Non-Residential (1)							
All water usage	\$ 0.94	\$ 1.00	\$ 1.09	\$ 1.14	\$ 1.17	\$ 1.21	\$ 1.25

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule is revenue neutral relative to the proposed newly indexed July 2014 water rates, but includes the beginning of the proposed 3-year phased changes to the rate structure.
- (3) These rate schedules reflect the second and third year of the 3-year rate structure phasing, as well as the maximum potential rate adjustment due to ENR indexing.

Attachment C
City of Lodi -- Water Utility
Current and Proposed Water Rates

	Current		Jan. 2015		
Flat Rates (\$/month)					
Percent Increase			2.0%		
Single Family Residential Unit (\$/month)					
1 Bedroom	\$	30.65	\$	31.26	
2 Bedroom	\$	36.81	\$	37.55	
3 Bedroom	\$	44.12	\$	45.00	
4 Bedroom	\$	53.01	\$	54.07	
5 Bedroom	\$	63.58	\$	64.85	
6 Bedroom	\$	76.30	\$	77.83	
7 Bedroom	\$	91.50	\$	93.33	
Multi-Family Residential Unit (\$/month)					
1 Bedroom	\$	26.31	\$	26.84	
2 Bedroom	\$	31.56	\$	32.19	
3 Bedroom	\$	37.88	\$	38.64	
Metered Water Rates					
Service Charge (\$/month)					Rate Ceiling
					Jan. 2015
<i>Single Family Residential</i>					
Up to 3/4" Meter	\$	23.26	\$	22.58	\$ 22.80
1" Meter	\$	37.38	\$	35.91	\$ 36.26
1 1/2" Meter	\$	72.45	\$	68.95	\$ 69.63
2" Meter	\$	114.71	\$	108.77	\$ 109.84
<i>Multi-Family and Non-Residential</i>					
5/8" Meter	\$	23.26	\$	22.58	\$ 22.80
3/4" Meter	\$	23.26	\$	22.58	\$ 22.80
1" Meter	\$	37.38	\$	35.91	\$ 36.26
1 1/2" Meter	\$	62.08	\$	63.66	\$ 64.28
2" Meter	\$	84.29	\$	93.26	\$ 94.17
3" Meter	\$	132.74	\$	160.61	\$ 162.18
4" Meter	\$	193.14	\$	252.33	\$ 254.80
6" Meter	\$	333.69	\$	476.15	\$ 480.82
8" Meter	\$	494.23	\$	740.68	\$ 747.94
10" Meter	\$	674.61	\$	1,045.83	\$ 1,056.08
Water Usage Rates (\$/CCF)					
<i>Single Family Residential</i>					
Tier 1 - 0 to 10 CCF/month	\$	0.94	\$	0.96	\$ 0.97
Tier 2 - 11 to 50 CCF/month	\$	1.35	\$	1.32	\$ 1.33
Tier 3 - Over 50 CCF/month	\$	1.76	\$	1.68	\$ 1.70
<i>Multi-Family and Non-Residential</i>					
All Water Usage	\$	1.00	\$	1.08	\$ 1.09

	A	G	H	I	J	K	L
1	City of Lodi -- Water Utility						
2	Financial Plan Summary						
3		FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
4		2.5%	2.0%	2.0%	2.5%	2.5%	2.5%
5		Jan. 2014	Jan. 2015	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019
7	WATER OPERATING FUND (180)						
8	Beginning Balance	7,042,985	4,507,158	5,262,347	2,822,786	2,772,725	1,623,114
9	Revenues						
10	Water Sales	12,755,908	13,028,000	13,314,000	13,640,000	14,046,000	14,425,000
11	Interest Earnings	86,686	97,000	100,000	55,000	44,000	65,000
12	Other Revenues	456,932	2,353,000	55,000	57,000	59,000	61,000
13	Transfer From/(To) RSF (18x)	-	-	-	-	-	-
14	Transfer from Fund 182 for Debt Service	-	109,000	109,000	109,000	109,000	109,000
15	Total Revenues	13,299,526	15,587,000	13,578,000	13,861,000	14,258,000	14,660,000
16	Expenditures						
17	Transfer Out to General Fund (Cost of Services)	780,000	780,000	780,000	780,000	780,000	780,000
18	Transfer Out to Capital Fund 181 for projects	5,000,000	6,000,000	7,000,000	4,700,000	6,000,000	3,000,000
19	To Capital Fund 181 (Depreciation)	1,658,124	-	-	-	-	-
21	Personnel Services	2,356,000	2,028,000	2,098,000	2,170,000	2,244,000	2,320,000
22	Utilities	635,000	664,000	693,000	723,000	754,000	787,000
23	Supplies, Mat'ls., Services & Other	3,051,000	3,052,000	3,140,000	3,230,000	3,324,000	3,419,000
25	Debt Service						
27	Net 2010 Rev. Bond Payments	2,355,229	2,307,811	2,306,561	2,308,061	2,305,611	2,307,111
28	Total Expenditures	15,835,352	14,831,811	16,017,561	13,911,061	15,407,611	12,613,111
29							
30	Ending Balance	4,507,158	5,262,347	2,822,786	2,772,725	1,623,114	3,670,003
31	Operating Reserve (25%)	1,706,000	1,631,000	1,678,000	1,726,000	1,776,000	1,827,000
32	Available Balance	2,801,158	3,631,347	1,144,786	1,046,725	(152,886)	1,843,003
33	Debt Service Coverage (min. 1.25)	3.12	4.06	3.10	3.14	3.22	3.30
34							
35	WATER CAPITAL OUTLAY (181)						
36	Beginning Balance	3,817,688	3,365,416	1,848,816	1,971,816	1,639,816	65,816
37	Revenues						
38	Operating Transfers In	6,707,879	6,000,000	7,000,000	4,700,000	6,000,000	3,000,000
39	Interest Earnings	31,605	49,000	44,000	33,000	14,000	2,000
40	DBCP Reimbursements	768,120	256,400	244,000	246,000	248,000	250,000
41	Retrofit Meter Install. Charge	-	-	-	-	-	-
42	Debt Proceeds	8,637	-	-	-	-	-
43	Total Revenues	7,516,241	6,305,400	7,288,000	4,979,000	6,262,000	3,252,000
44	Expenditures						
47	Water Meter/Main Install. Project	6,836,000	5,487,000	6,026,000	4,206,000	4,981,000	2,076,000
48	Water Taps	32,000	75,000	75,000	77,000	79,000	81,000
49	Miscellaneous Water Mains	-	-	50,000	51,000	53,000	54,000
50	Commercial Meter Replacements	-	5,000	5,000	5,000	5,000	5,000
57	Financial System Replacement	250,000	250,000	-	-	-	-
58	City Hall Annex	-	625,000	-	-	-	-

	A	G	H	I	J	K	L
1	City of Lodi -- Water Utility						
2	Financial Plan Summary						
3		FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
59	GAC & Meter Repl (DBCP)	324,000	300,000	300,000	300,000	300,000	300,000
60	UWMP Update	-	-	50,000	-	-	-
62	Fire Station 2 Water Main	25,000	-	-	-	-	-
63	Meter Fixed Network	1,000	-	-	-	-	-
64	MSC/Kofu Parking Lot	64,635	-	-	-	-	-
65	Debenedetti Enclosure	21,182	-	-	-	-	-
66	Sacramento Street	119,695	-	-	-	-	-
67	Southwest Gateway Water Tank	-	-	-	200,000	2,000,000	-
68	Surface Water Treatment Plant PS Generator	-	-	300,000	-	-	-
69	Well 1	-	-	166,000	-	-	-
70	Well 2 -Replace Motor	-	-	100,000	-	-	-
71	Well 6R -Pump Rehab/Repl	116,000	-	-	-	-	-
73	Well 5 -Pump Rehab & Electrical Upgrade	-	145,000	-	-	-	-
75	Well 8 -Pump Rehab, Electrical Upgrade & Chlorination	-	245,000	-	-	-	-
76	Well 10 - Pump Rehab	-	120,000	-	-	-	-
77	Well 11	-	-	-	175,000	-	-
78	Well 12 -Pump Rehab/Repl	-	-	-	256,000	-	-
79	Well 13 -Pump Rehab & Electrical Upgrade	-	135,000	-	-	-	-
80	Well 14 -Pump Rehab/Repl	-	-	-	-	174,000	-
81	Well 15 -Pump Rehab/Repl	-	-	-	-	184,000	-
82	Well 16 -Pump Rehab/Electrical Upgrade	-	-	-	-	-	215,000
83	Well 17 -Pump Rehab/Electrical Upgrade	-	-	-	-	-	199,000
84	Well 18 -Pump Rehab/Electrical Upgrade	-	40,000	-	-	-	-
85	Well 19 -Pump Replacement	4,000	-	-	-	-	-
86	Well 20 -Pump Rehab/Electrical Upgrade	-	145,000	-	-	-	-
90	Well 24 - Pump Rehab & Electrical Upgrade	135,000	-	-	-	-	-
94	Well Site Improvements	-	100,000	-	-	-	-
98	Vehicles/Equipment	31,000	150,000	93,000	41,000	60,000	43,000
101	Total Expenditures	7,968,513	7,822,000	7,165,000	5,311,000	7,836,000	2,973,000
102							
103	Ending Balance	3,365,416	1,848,816	1,971,816	1,639,816	65,816	344,816
104							
105	IMF WATER FACILITIES (182)						
106	Beginning Balance	(6,846)	3,807	3,807	3,807	3,807	3,807
107	Revenues						
108	Water Impact Mitigation Fees	60,001	109,000	109,000	109,000	109,000	109,000
111	Interest Earnings	407	-	-	-	-	-
112	Total Revenues	60,408	109,000	109,000	109,000	109,000	109,000
113	Expenditures						
122	Transfer to Fund 181 for Well 27	49,755	-	-	-	-	-
123	Transfer to Operations Fund 180 for Debt Service	-	109,000	109,000	109,000	109,000	109,000
125	Total Expenditures	49,755	109,000	109,000	109,000	109,000	109,000
126							

	A	G	H	I	J	K	L
1	City of Lodi -- Water Utility						
2	Financial Plan Summary						
3		FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
127	Ending Balance	3,807	3,807	3,807	3,807	3,807	3,807
128	Owed Fund 180 for Debt Service	5,344,000	6,774,000	8,203,000	9,633,000	11,061,000	12,490,000
176							
177							
178							
179							
180	WATER RATE STABILIZATION (18x)						
181	Beginning Balance	-	-	-	-	-	-
182	Revenues						
183	Transfer In from 180	-	-	-	-	-	-
184							
185	Total Revenues	-	-	-	-	-	-
186	Expenditures						
187	Transfer Out to 180	-	-	-	-	-	-
188							
189	Total Expenditures	-	-	-	-	-	-
190							
191	Ending Balance	-	-	-	-	-	-
192							
193							
194	Aggregate End-of-Year Balance *	10,231,000	9,470,000	7,153,000	6,771,000	4,048,000	6,374,000
195	Operating Reserve (25%)	1,706,000	1,631,000	1,678,000	1,726,000	1,776,000	1,827,000
196	Restricted DS Reserve	2,355,000	2,355,000	2,355,000	2,355,000	2,355,000	2,355,000
197	2010 COP Proceeds	-	-	-	-	-	-
198	Rate Stabilization Fund	-	-	-	-	-	-
199	Net Available for Capital Projects	6,170,000	5,484,000	3,120,000	2,690,000	(83,000)	2,192,000
202							
203							
204	City of Lodi -- Water Utility						
205	Financial Plan Assumptions						
206							
207	Financial Assumptions						
208	General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
209	Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
210	Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
211	Construction Inflation	2.5%	2.0%	2.0%	2.5%	2.5%	2.5%
212	Interest Earnings	2.0%	2.0%	2.5%	2.0%	2.0%	2.5%
213	Customer Account Assumptions						
214	No. of DUs/Accounts	23,506	23,556	23,606	23,656	23,706	23,756
215	No. of 3/4" Eq. Mtrs.	25,554	25,604	25,654	25,704	25,754	25,804
216	No. of New Connections	50	50	50	50	50	50
217	Customer Growth Rate	0.20%	0.20%	0.19%	0.19%	0.19%	0.19%
218	Water Mitigation Impact Fee						

Cell: A12

Comment: Tap fees, DBCP reimbursements, sale of City property.

Cell: A14

Comment: Future growth share of debt service.

Cell: A45

Comment: Transfer to IMF Fund 182 for water plant design expense.

Cell: A46

Comment: Loan to IMF Fund 182 for Well 27 project.

Cell: A109

Comment: Transfer in from Capital fund 180 for past water plant design expense.

Cell: A110

Comment: Loan from Capital Fund 180 for Well 27 project.

Cell: A120

Comment: Transfer out to General City Facilities IMF for past General Plan expense.

Cell: A121

Comment: Transfer to Capital Fund 180 for water facilities constructed before 1991 with capacity to serve new development.

Cell: A122

Comment: Transfer to Capital Fund 180 for Well 27 project.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING PRE-APPROVED ENGINEERING NEWS
RECORD ADJUSTMENT INDEX FOR USAGE-BASED
AND FLAT WATER RATES FOR RESIDENTIAL,
COMMERCIAL AND INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2014-75 approved annual water rate increases in an amount not to exceed the percentage change in the Engineering News Record (ENR) Twenty Cities Annual Average Index, or three percent, beginning 2015 through January 2019. A Proposition 218 procedure was conducted that validated this action; and

WHEREAS, staff has regularly updated the Water Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento; and

WHEREAS, the current water rate adjustment reflects a 2.0 percent increase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial and industrial customers, as outlined on Exhibit A, with the effective date of the increase to be January 1, 2015.

Dated: December 17, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

**City of Lodi -- Water Utility
Current and Proposed Water Rates**

	Current		Jan. 2015			
Flat Rates (\$/month)						
Percent Increase				2.0%		
Single Family Residential Unit (\$/month)						
1 Bedroom	\$	30.65	\$	31.26		
2 Bedroom	\$	36.81	\$	37.55		
3 Bedroom	\$	44.12	\$	45.00		
4 Bedroom	\$	53.01	\$	54.07		
5 Bedroom	\$	63.58	\$	64.85		
6 Bedroom	\$	76.30	\$	77.83		
7 Bedroom	\$	91.50	\$	93.33		
Multi-Family Residential Unit (\$/month)						
1 Bedroom	\$	26.31	\$	26.84		
2 Bedroom	\$	31.56	\$	32.19		
3 Bedroom	\$	37.88	\$	38.64		
Metered Water Rates						
Service Charge (\$/month)				Rate Ceiling		
				Jan. 2015		
<i>Single Family Residential</i>						
Up to 3/4" Meter	\$	23.26	\$	22.58	\$	22.80
1" Meter	\$	37.38	\$	35.91	\$	36.26
1 1/2" Meter	\$	72.45	\$	68.95	\$	69.63
2" Meter	\$	114.71	\$	108.77	\$	109.84
<i>Multi-Family and Non-Residential</i>						
5/8" Meter	\$	23.26	\$	22.58	\$	22.80
3/4" Meter	\$	23.26	\$	22.58	\$	22.80
1" Meter	\$	37.38	\$	35.91	\$	36.26
1 1/2" Meter	\$	62.08	\$	63.66	\$	64.28
2" Meter	\$	84.29	\$	93.26	\$	94.17
3" Meter	\$	132.74	\$	160.61	\$	162.18
4" Meter	\$	193.14	\$	252.33	\$	254.80
6" Meter	\$	333.69	\$	476.15	\$	480.82
8" Meter	\$	494.23	\$	740.68	\$	747.94
10" Meter	\$	674.61	\$	1,045.83	\$	1,056.08
Water Usage Rates (\$/CCF)						
<i>Single Family Residential</i>						
Tier 1 - 0 to 10 CCF/month	\$	0.94	\$	0.96	\$	0.97
Tier 2 - 11 to 50 CCF/month	\$	1.35	\$	1.32	\$	1.33
Tier 3 - Over 50 CCF/month	\$	1.76	\$	1.68	\$	1.70
<i>Multi-Family and Non-Residential</i>						
All Water Usage	\$	1.00	\$	1.08	\$	1.09



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION
SETTING PRE-APPROVED ENGINEERING NEWS RECORD
ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER
RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL
CUSTOMERS**

PUBLISH DATE: SATURDAY, DECEMBER 6, 2014

LEGAL AD

TEAR SHEETS WANTED: One (1) please

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

DATED: WEDNESDAY, DECEMBER 3, 2014

ORDERED BY: JENNIFER M. ROBISON
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

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

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ ES _____ JMR _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER A RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, November 20, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider a resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on December 3, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON
CITY CLERK**

Pamela M. Farris

PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: December 17, 2014

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Robison
City Clerk
Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 17, 2014**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Adoption of resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (as identified on the attached revised Exhibit A).**

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

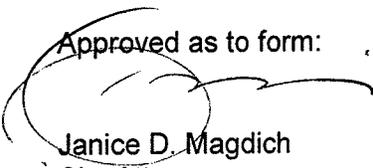
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:


Jennifer M. Robison
City Clerk

Dated: December 3, 2014

Approved as to form:


Janice D. Magdich
City Attorney

**City of Lodi -- Water Utility
Current and Proposed Water Rates**

		Current		Jan. 2015	
Flat Rates (\$/month)					
Percent Increase				2.0%	
Single Family Residential Unit (\$/month)					
1 Bedroom	\$	30.65	\$	31.26	
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2 Bedroom	\$	31.56	\$	32.19	
3 Bedroom	\$	37.88	\$	38.64	
Metered Water Rates					
Service Charge (\$/month)					Rate Ceiling
					Jan. 2015
<i>Single Family Residential</i>					
Up to 3/4" Meter	\$	23.26	\$	22.58	\$ 22.80
1" Meter	\$	37.38	\$	35.91	\$ 36.26
1 1/2" Meter	\$	72.45	\$	68.95	\$ 69.63
2" Meter	\$	114.71	\$	108.77	\$ 109.84
<i>Multi-Family and Non-Residential</i>					
5/8" Meter	\$	23.26	\$	22.58	\$ 22.80
3/4" Meter	\$	23.26	\$	22.58	\$ 22.80
1" Meter	\$	37.38	\$	35.91	\$ 36.26
1 1/2" Meter	\$	62.08	\$	63.66	\$ 64.28
2" Meter	\$	84.29	\$	93.26	\$ 94.17
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8" Meter	\$	494.23	\$	740.68	\$ 747.94
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Water Usage Rates (\$/CCF)					
<i>Single Family Residential</i>					
Tier 1 - 0 to 10 CCF/month	\$	0.94	\$	0.96	\$ 0.97
Tier 2 - 11 to 50 CCF/month	\$	1.35	\$	1.32	\$ 1.33
Tier 3 - Over 50 CCF/month	\$	1.76	\$	1.68	\$ 1.70
<i>Multi-Family and Non-Residential</i>					
All Water Usage	\$	1.00	\$	1.08	\$ 1.09



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION
SETTING PRE-APPROVED ENGINEERING NEWS RECORD
ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER
RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL
CUSTOMERS**

PUBLISH DATE: SATURDAY, NOVEMBER 22, 2014

LEGAL AD

TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

JENNIFER M. ROBISON, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 20, 2014

**ORDERED BY: JENNIFER M. ROBISON
CITY CLERK**

JENNIFER M. ROBISON, CMC
CITY CLERK

Pamela M. Ferris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

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

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) ES _____ JMR _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER A RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, November 20, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider a resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on December 3, 2014, at Lodi, California.

ORDERED BY:

**JENNIFER M. ROBISON
CITY CLERK**

Pamela M. Farris

PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI
Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: December 17, 2014

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Robison
City Clerk
Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 17, 2014**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Adoption of resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (as identified on the attached Exhibit A).**

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

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

By Order of the Lodi City Council:

Jennifer M. Robison
City Clerk

Dated: **November 20, 2014**

Approved as to form:


Janice D. Magdich
City Attorney

Exhibit A

**City of Lodi -- Water Utility
Current and Proposed Water Rates**

	Current	Jan. 2015
Flat Rates (\$/month)		
Percent Increase		2.0%
Single Family Residential Unit (\$/month)		
1 Bedroom	\$ 30.65	\$ 31.26
2 Bedroom	\$ 36.81	\$ 37.55
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Multi-Family Residential Unit (\$/month)		
1 Bedroom	\$ 26.31	\$ 26.84
2 Bedroom	\$ 31.56	\$ 32.19
3 Bedroom	\$ 37.88	\$ 38.64
Metered Water Rates		
Service Charge (\$/month)		
<i>Single Family Residential</i>		
Up to 3/4" Meter	\$ 23.26	\$ 23.03
1" Meter	\$ 37.38	\$ 37.02
1 1/2" Meter	\$ 72.45	\$ 71.75
2" Meter	\$ 114.71	\$ 113.60
<i>Multi-Family and Non-Residential</i>		
5/8" Meter	\$ 23.26	\$ 23.03
3/4" Meter	\$ 23.26	\$ 23.03
1" Meter	\$ 37.38	\$ 37.02
1 1/2" Meter	\$ 62.08	\$ 61.48
2" Meter	\$ 84.29	\$ 83.47
3" Meter	\$ 132.74	\$ 131.45
4" Meter	\$ 193.14	\$ 191.26
6" Meter	\$ 333.69	\$ 330.45
8" Meter	\$ 494.23	\$ 489.43
10" Meter	\$ 674.61	\$ 668.06
Water Usage Rates (\$/CCF)		
<i>Single Family Residential</i>		
Tier 1 - 0 to 10 CCF/month	\$ 0.94	\$ 0.93
Tier 2 - 11 to 50 CCF/month	\$ 1.35	\$ 1.34
Tier 3 - Over 50 CCF/month	\$ 1.76	\$ 1.74
<i>Multi-Family and Non-Residential</i>		
All Water Usage	\$ 1.00	\$ 0.99



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Reorganization of the Following Agencies for the Purpose of Electing New Officers:

- Lodi Public Improvement Corporation
- Industrial Development Authority
- Lodi Financing Corporation
- Lodi Public Financing Authority

MEETING DATE: December 17, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Conduct meetings of the following agencies for the purpose of electing new officers and adopt resolutions certifying the same.

- Lodi Public Improvement Corporation
- Industrial Development Authority
- Lodi Financing Corporation
- Lodi Public Financing Authority

BACKGROUND INFORMATION: In light of the City Council reorganization, it is necessary to appoint new officers to the above listed agencies.

The City Council will appoint the newly-elected Mayor and Mayor Pro Tempore as determined in the Council's reorganization to serve as the officers for each of these agencies for calendar year 2015.

There is no other business to come before the agencies at this meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk/Secretary

JMR/PMF

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. LPIC2014-_____

A RESOLUTION ELECTING OFFICERS OF
THE LODI PUBLIC IMPROVEMENT
CORPORATION

WHEREAS, under the organizational procedures of the Lodi Public Improvement Corporation, an annual meeting of Directors shall be held and officers elected.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Lodi Public Improvement Corporation that the following persons are elected to the offices set forth opposite their names below as officers of the Corporation, to serve until the election and qualification of their successors as provided in Article III, Section 2, of the bylaws of the Corporation:

<u>Name</u>	<u>Title</u>
Bob Johnson	President
Mark Chandler	Vice President
Jordan Ayers	Treasurer
Jennifer M. Robison	Secretary

DATED: December 17, 2014

I hereby certify that Resolution No. LPIC2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 17, 2014, by the following vote:

AYES: DIRECTORS –
NOES: DIRECTORS –
ABSENT: DIRECTORS –
ABSTAIN: DIRECTORS –

JENNIFER M. ROBISON
Secretary

LPIC2014-

RESOLUTION NO. IDA-37

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT
AUTHORITY AMENDING RESOLUTION NO. IDA-36 BY
ELECTING NEW OFFICERS

RESOLVED by the Industrial Development Authority that Industrial Development Authority Resolution No. IDA-36 is hereby amended by electing new officers as follows:

SECTION 1: There shall be appointed from the Board of Directors a Chairperson and Vice Chairperson as follows:

Chairperson: Bob Johnson

Vice Chairperson: Mark Chandler

SECTION 2: There shall be appointed from the staff to the Authority, a Secretary and Treasurer, as follows:

Secretary: Jennifer M. Robison

Treasurer: Jordan Ayers

SECTION 3: This Resolution shall take affect immediately upon its passage.

Approved and adopted December 17, 2014, by the following vote:

AYES: AUTHORIZING MEMBERS –

NOES: AUTHORIZING MEMBERS –

ABSENT: AUTHORIZING MEMBERS –

ABSTAIN: AUTHORIZING MEMBERS –

BOB JOHNSON
Chairperson, Industrial Development
Authority, City of Lodi, California

Attest:

JENNIFER M. ROBISON, Secretary
Industrial Development Authority,
City of Lodi, California

RESOLUTION NO. LFC-__

A RESOLUTION ELECTING OFFICERS OF
THE LODI FINANCING CORPORATION

WHEREAS, under the organizational procedures of the Lodi Financing Corporation, an annual meeting of Directors shall be held and officers elected.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Lodi Financing Corporation that the following persons are elected to the offices set forth opposite their names below as officers of the Corporation, to serve until the election and qualification of their successors as provided in Article III, Section 303, of the bylaws of the Corporation:

<u>Name</u>	<u>Title</u>
Bob Johnson	President
Mark Chandler	Vice President
Jordan Ayers	Treasurer
Jennifer M. Robison	Secretary

DATED: December 17, 2014

I hereby certify that Resolution No. LFC-____ was passed and adopted by the Lodi City Council in a regular meeting held December 17, 2014, by the following vote:

AYES: DIRECTORS –
NOES: DIRECTORS –
ABSENT: DIRECTORS –
ABSTAIN: DIRECTORS –

JENNIFER M. ROBISON
Secretary

LFC-

