



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: December 1, 2010

Time: 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

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

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

- C-1 Call to Order / Roll Call – N/A
- C-2 Announcement of Closed Session – N/A
- C-3 Adjourn to Closed Session – N/A

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

- C-4 Return to Open Session / Disclosure of Action – N/A
 - A. Call to Order / Roll call
 - B. Pledge of Allegiance
 - C. Presentations
 - C-1 Presentation to Retiring Members of Boards, Committees, Commissions, and Task Forces
 - C-2 Presentation of Mayor's Community Service Award
 - C-3 Firefighter Muscular Dystrophy Association "Fill the Boot" Fundraiser
 - D. Consent Calendar (Reading; Comments by the Public; Council Action)
 - D-1 Receive Register of Claims in the Amount of \$4,007,499.24 (FIN)
 - D-2 Approve Minutes (CLK)
 - a) November 12, 2010 (Special Meeting)
 - b) November 15, 2010 (Special Meeting)
 - c) November 16, 2010 (Special Shirtsleeve Session)
 - D-3 Receive Report of Sale of Surplus Vehicles and Equipment (PW)
- Res. D-4 Adopt Resolution Awarding Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); Awarding Contract for MSC CNG Upgrade of Compressor No. 1 Control Panel to D. L. Payne, Inc., of Lodi (\$35,952); and Authorizing the City Manager to Execute Contract Extension (PW)

E. Comments by the Public on Non-Agenda Items

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

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

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

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

H. Public Hearings – None

I. Communications

I-1 Post for Three Vacancies on the Lodi Budget/Finance Committee (CLK)

J. Regular Calendar – None

K. Ordinances – None

L. Reorganization of the City Council

Res. L-1 Resolution Certifying the Election Results of the November 2, 2010, General Municipal Election

L-2 Presentation to Outgoing Mayor

L-3 Presentation to Outgoing Council Member(s)

L-4 City Clerk to Administer the Oath of Office to Lodi City Council Members Elect and Present Certificates of Election

L-5 Reorganization of the Lodi City Council

Res. a) Election of Mayor

Res. b) Election of Mayor Pro Tempore

M. Adjournment

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

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation to Retiring Members of Boards, Committees, Commissions, and Task Forces
MEETING DATE: December 1, 2010
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katzakian to present certificates of recognition to retiring members of boards, committees, commissions, and task forces.

BACKGROUND INFORMATION: Each year, the City extends its appreciation to citizens who generously volunteer their time and talents toward serving their community by recognizing those who retired during the past year.

Mayor Katzakian will present Certificates of Recognition to the following retirees:

Library Board of Trustees

Robert Emmer 2007 – 2010

Lodi Animal Advisory Commission

Rose Hilliard 2007 – 2010

Julia Priest 2007 – 2010

Lodi Arts Commission

Laura Heinitz 2008 – 2009

Margie Lawson 2004 – 2010

Bonnie Mayer 2008 – 2010

Kathi Medford 2008 – 2010

Margaret Talbot 2008 – 2010

Jennifer Walth 2006 – 2010

Lodi Budget/Finance Committee

Kelly Brown 2008 – 2010

John Johnson 2005 – 2010

Steven Reeves 2009 – 2010

Lodi Improvement Committee

Stephen Jarrett 2007 – 2009

Tim Mustin 2009 – 2010

Eileen St. Yves 2003 – 2010

Planning Commission

Tim Mattheis 2006 – 2010

Senior Citizens Commission

Phyllis Rabusin 2002 – 2010

FISCAL IMPACT: None required.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Mayor's Community Service Award
MEETING DATE: December 1, 2010
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katzakian to present the Mayor's Community Service Award to the family of Eileen St. Yves and the Lodi Improvement Committee.

BACKGROUND INFORMATION: Mayor Katzakian has selected Eileen St. Yves, who passed away on October 27, 2010, and the Lodi Improvement Committee to receive the prestigious Mayor's Community Service Award for 2010. Members of the Lodi Improvement Committee, as well as Eileen's family, will be at the meeting to accept the award.

FISCAL IMPACT: None required.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Firefighter Muscular Dystrophy Association "Fill the Boot" Fundraiser
MEETING DATE: December 1, 2010
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katzakian present a proclamation setting forth Sunday, December 5, 2010, as the date for the Firefighter Muscular Dystrophy Association "Fill the Boot" fundraiser in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation setting forth Sunday, December 5, 2010, as the date for the Firefighter Muscular Dystrophy Association "Fill the Boot" fundraiser in the City of Lodi. Michael Gold, Captain with the Lodi Fire Department, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through November 11, 2010 in the Total Amount of \$4,007,499.24

MEETING DATE: December 1, 2010

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$4,007,499.24.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$4,007,499.24 through 11/11/10. Also attached is Payroll in the amount of \$1,163,665.42.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 11/12/10

As of Thursday	Fund	Name	Amount
11/11/10	00100	General Fund	1,026,172.59
	00120	Vehicle Replacement Fund	14,155.29
	00123	Info Systems Replacement Fund	9,040.05
	00160	Electric Utility Fund	52,558.99
	00161	Utility Outlay Reserve Fund	57,317.75
	00164	Public Benefits Fund	37,518.00
	00166	Solar Surcharge Fund	93,464.60
	00170	Waste Water Utility Fund	23,015.25
	00171	Waste Wtr Util-Capital Outlay	178,299.65
	00172	Waste Water Capital Reserve	555.30
	00180	Water Utility Fund	13,972.24
	00181	Water Utility-Capital Outlay	30,294.66
	00182	IMF Water Facilities	46,594.28
	00210	Library Fund	12,858.32
	00230	Asset Seizure Fund	335.93
	00234	Local Law Enforce Block Grant	181.62
	00235	LPD-Public Safety Prog AB 1913	60.97
	00260	Internal Service/Equip Maint	39,298.62
	00270	Employee Benefits	436,461.55
	00310	Worker's Comp Insurance	26,534.56
	00321	Gas Tax	4,247.79
	00325	Measure K Funds	137,876.12
	00326	IMF Storm Facilities	76,932.98
	00331	Federal - Streets	225,606.84
	00337	Traffic Congestion Relf-AB2928	27,749.57
	00338	IMF-Regional Transportation	10,596.40
	00339	Prop.1B-Local Streets & Roads	684,675.29
	00340	Comm Dev Special Rev Fund	2,452.97
	00345	Community Center	16,863.31
	00346	Recreation Fund	12,480.57
	00459	H U D	7,820.16
	00501	Lcr Assessment 95-1	1,494.02
	01217	IMF Parks & Rec Facilities	261,893.62
	01218	IMF General Facilities-Adm	4,487.50
	01250	Dial-a-Ride/Transportation	397,556.14
	01410	Expendable Trust	9,468.45
Sum			3,980,891.95
	00184	Water PCE-TCE-Settlements	354.25
	00190	Central Plume	26,253.04
Sum			26,607.29
Total Sum			4,007,499.24

Council Report for Payroll

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Date - 11/12/10

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	10/31/10	00100	General Fund	713,922.00
		00160	Electric Utility Fund	149,136.93
		00164	Public Benefits Fund	5,247.90
		00170	Waste Water Utility Fund	99,141.02
		00180	Water Utility Fund	1,408.90
		00210	Library Fund	29,053.25
		00235	LPD-Public Safety Prog AB 1913	2,489.36
		00260	Internal Service/Equip Maint	19,916.36
		00321	Gas Tax	40,581.76
		00340	Comm Dev Special Rev Fund	22,065.86
		00345	Community Center	24,290.09
		00346	Recreation Fund	49,994.67
		01250	Dial-a-Ride/Transportation	6,417.32
Pay Period Total:				
Sum				1,163,665.42



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Minutes
a) November 12, 2010 (Special Meeting)
b) November 15, 2010 (Special Meeting)
c) November 16, 2010 (Special Shirtsleeve Session)

MEETING DATE: December 1, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 12, 2010 (Special Meeting)
b) November 15, 2010 (Special Meeting)
c) November 16, 2010 (Special Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
FRIDAY, NOVEMBER 12, 2010**

A. Call to Order / Roll Call

The Special City Council meeting of November 12, 2010, was called to order by Mayor Katzakian at 7:00 a.m.

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

Absent: None

Also Present: City Attorney Schwabauer

B. Closed Session

B-1 Review of Council Appointee - City Manager to Include Employment, Appointment, and Evaluation of Performance (Government Code 54957)

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

The Closed Session adjourned at 8:05 a.m.

C. Return to Open Session / Disclosure of Action

At 8:05 a.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item B-1 was discussion only; no reportable action taken.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
MONDAY, NOVEMBER 15, 2010**

A. Call to Order / Roll Call

The Special City Council meeting of November 15, 2010, was called to order by Mayor Katzakian at 6:00 p.m.

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

Absent: None

Also Present: City Attorney Schwabauer

B. Closed Session

B-1 Review of Council Appointee - City Manager to Include Employment, Appointment, and Evaluation of Performance (Government Code 54957)

At 6:00 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter.

The Closed Session adjourned at 6:45 p.m.

C. Return to Open Session / Disclosure of Action

At 6:45 p.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item B-1 was discussion only; no reportable action taken.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 6:45 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 16, 2010**

A. Roll call by City Clerk

A Special Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, November 16, 2010, at Fire Station #4, 180 North Lower Sacramento Road, commencing at 7:08 a.m.

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

Absent: Council Member Hansen

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

B. Topic(s)

B-1 Site Visit and Discussion Regarding the Phased Removal and Replacement of 39 Raywood Ash Trees on Lower Sacramento Road Between Elm Street and Tejon Street (PW)

Public Works Director Wally Sandelin reminded Council that it previously directed staff to look into alternatives for addressing the Raywood Ash trees along Lower Sacramento Road between Elm Street and Tejon Street that have caused damage to the pavement and water and sewer lines.

Streets and Drainage Superintendent Curt Juran stated that the trees were planted 20 years ago and have an aggressive root system. One alternative suggested was the use of a root barrier, which could cost up to \$39,000; however, arborists with West Coast Arborists, the City's current contractor, recommended against this option as it would be a temporary solution. Staff met with Tree Lodi and developed a phased approach of removing and replacing every other tree this year, followed by removal and replacement of the remaining trees the following year, which would soften the impact to the area.

Mr. Sandelin added that the plan is to begin the work after the leaves drop this year, and Mr. Juran stated West Coast Arborists will do the work both years as part of the current contract, which includes removal and replacement of the trees.

In response to Council Member Johnson, Mr. Juran stated that the trees in downtown Lodi have a similar root system to the proposed replacement trees and in researching the trees staff has found they have a low rating on roots and disease. Park Superintendent Steve Dutra, also representing Tree Lodi, added that Raywood Ash and Liquid Amber trees have very aggressive root systems and Tree Lodi no longer supports the planting of those species.

In response to Mayor Pro Tempore Hitchcock, Mr. Juran stated that simply cutting back the extensive root system may result in the tree no longer being fully supported or could kill all or part of the tree.

Mr. Dutra stated that this phased approach is a long-term solution; otherwise, the trees will require trimming time and again and the trees in question are still relatively young.

In response to Council Member Mounce, Interim City Manager Bartlam and Mr. Sandelin confirmed that there is money budgeted to absorb the cost of the phased removal and

replacement of the trees.

Mr. Juran stated that the issue with the trees became more apparent when the sewer lines were installed and he estimated it would cost in excess of \$100,000 to save the trees plus the cost of continued maintenance.

In response to Council Member Johnson, Mr. Juran stated that the roots are destroying the water and sewer lines by getting into the gaskets and pipes and breaking the joints and the concern is they could wrap around the pipe and break the line completely.

In response to Council Member Mounce, Mr. Dutra confirmed that Tree Lodi supports and recommends the phased approach; however, he believed the two-year time frame was a bit aggressive and would like to see it stretched over a slightly longer period. Mr. Juran stated that staff's recommendation is two years because of the damage potential.

Council Members were taken on a walking tour along Lower Sacramento Road to view the trees in question.

Mr. Sandelin summarized that staff will continue to work with Tree Lodi and, should Council provide direction at tomorrow night's meeting to move forward, staff will return to Council with a final plan.

C. Comments by public on non-agenda items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Report of Sale of Surplus Vehicles and Equipment

MEETING DATE: December 1, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive the report of sale of surplus vehicles and equipment.

BACKGROUND INFORMATION: The Public Works Fleet Services Division oversees the removal of City vehicles and equipment from the City's fleet and provides quarterly reporting of surplus vehicle/equipment sales to the City Council. The Fleet Services Division coordinates the disposal process and paperwork once the City Manager and the Deputy City Manager authorize the dispositions.

During the third calendar quarter of 2010, the City sold the following surplus vehicles/equipment through First Capitol Auctions, of Vallejo, and Kennedy Auto Company, of Stockton. After transporting charges and auction administration fees, the City received the following amounts from the sales:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage/Hrs.</u>	<u>Sales Revenue</u>
1991 Leroi Air Compressor	Elec. Utility	559	\$ 1,331.00
1989 Dodge Caravan (359046)	Parks & Rec.	71,729	390.00
2003 Ford Crown Vic (VIN 115641)	Police	102,404	1,413.00
1994 Ford F350 Truck (02274)	Police	266,463	2,064.00
2004 Ford Crown Vic (101305)	Police	108,632	1,413.00
1991 Dodge Cargo Van (248933)	Police	84,413	204.00
2007 Dodge Caravan (347695)	Police	51,907	850.00 (junked)
1994 Plymouth Acclaim (32977)	Public Works	96,957	204.00
1991 Leroi Air Compressor	Public Works	1851	1,331.00
1984 Joy Air Compressor	Public Works	2070	215.00
1989 Leroi Air Compressor	Public Works	1457	354.50
1985 Ingersol Rand Air Compressor	Public Works	2987	1,052.00
1985 Int'l 1650B Truck (VIN 11970)	Public Works	50,194	332.00
2002 Ford E-350 Bus	Transit	114,545	1,015.00
2002 Ford E-350 Bus	Transit	114,453	941.00
2002 Ford E-350 Bus	Transit	114,548	736.00
1991 Amtran Bus	Transit	205,590	<u>457.00</u>
Total:			\$14,302.50

Revenues received from the sale of vehicles are credited to the General Fleet fund or the appropriate Enterprise Capital Fund, according to the previous assignment of the vehicle sold.

APPROVED: _____
Konradt Bartlam, City Manager

Receive Report of Sale of Surplus Vehicles and Equipment

December 1, 2010

Page 2

FISCAL IMPACT: Revenues received from the sale of the above-listed vehicles are credited as follows and are used to help fund the replacement of these vehicles.

Streets and Drainage (3211)	\$1,052.00
General Fund (1201)	\$6,538.00
Electric Utility (1601)	\$1,331.00
Water/Wastewater (1711 &1811)	\$2,232.50
Transit (12501)	<u>\$3,149.00</u>
Total:	\$14,302.50

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/njjl

cc: Jordan Ayers, Deputy City Manager/Internal Services Director
Dennis Callahan, Fleet and Facilities Manager
Larry Manetti, Police Fleet Coordinator
Barry Fisher, Electric Utility Fleet Coordinator
Paula Fernandez, Transportation Manager
Chris Tallman, Parks and Recreation Fleet Coordinator
Curt Juran, Streets and Drainage Fleet Coordinator
Richard Lenfestey, Water/Wastewater Fleet Coordinator



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); Awarding Contract for MSC CNG Upgrade of Compressor No. 1 Control Panel to D. L. Payne, Inc., of Lodi (\$35,952); and Authorizing City Manager to Execute Contract Extension

MEETING DATE: December 1, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Municipal Service Center (MSC) compressed natural gas (CNG) compressor No. 1 rebuild project and CNG fueling station maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); awarding contract for MSC CNG upgrade of compressor No. 1 control panel to D. L. Payne, Inc., of Lodi (\$35,952); and authorizing City Manager to execute contract extension.

BACKGROUND INFORMATION: The existing MSC CNG fueling station was constructed in two phases, the first in 2002/03 and the second in 2006/07. The initial construction included a 125-horsepower electric motor and reciprocating compressor, which now has approximately 7,000 hours of accumulated run time. The original programmable logic control panel, also installed in 2002, has failed and is not repairable. One of the compressors is leaking oil badly, and the service contractor has told us that it needs to be rebuilt. A new replacement control panel is also needed, which will eliminate compressor down-time and call-outs as it will automatically allow switching to our second compressor as a backup, as opposed to the manual switching operation required with the existing control panel.

City Council is requested to award two project contracts. The first includes the labor to rebuild one of the two existing compressors, a two-year maintenance contract, and an option to extend the maintenance contract for an additional two-year term. The second contract rebuilds one of the existing compressor control panels at the MSC CNG fueling station.

The Requests for Proposals for this project were approved on May 19, 2010.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); Awarding Contract for MSC CNG Upgrade of Compressor No. 1 Control Panel to D. L. Payne, Inc., of Lodi (\$35,952); and Authorizing City Manager to Execute Contract Extension
 December 1, 2010
 Page 2

The City received the following two proposals for the MSC CNG compressor No. 1 rebuild project and CNG fueling station maintenance on November 18, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$44,000
GreenField Compression, Inc.	Richardson, TX	\$39,890
ZeitEnergy, LLC	Dallas, TX	\$40,535

The City received the following two proposals for the MSC CNG upgrade of compressor No. 1 control panel on November 19, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$30,000
D. L. Payne, Inc.	Lodi	\$35,952
Bockmon & Woody Electric Company	Stockton	\$49,879

The CNG fueling station maintenance contract shall be for two years. Staff recommends that the City Manager be given authority to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract.

FISCAL IMPACT: There will be a slight decrease in the long-term maintenance costs associated with the installation of these new improvements.

FUNDING AVAILABLE:		
	Fleet Services Operating Budget (260561):	\$26,232
	Facility Upgrade Account (125079):	\$49,610
	Total	\$75,842

The maintenance contract amount will be charged to the Fleet Services operating account (260561), and then will be charged out to departments based on the gallons of CNG used (distributing the cost of the ongoing maintenance). The maintenance cost is \$13,116 per year or \$26,232 for two years.

The Facility Upgrade (Transit) Account (125079) will pay for the Compressor Re-build, at \$13,658, plus the Control Panel Upgrade, at \$35,952, for a total of \$49,610. The funding sources for this are Federal Transit Administration Grant CA-90-Y736 (FFY 2009) (80%)/Transportation Development Act funds (20%).

 Jordan Ayers
 Deputy City Manager/Internal Services Director

 F. Wally Sandelin
 Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
 FWS/DJC/pmf
 Attachments

cc: Transportation Manager/Senior Traffic Engineer

K:\WP\PROJECTS\TRANSIT\CNGSTATION\MSC CNG Improvements 2010\CAward.doc

11/22/2010

**City of Lodi
MUNICIPAL SERVICE CENTER (MSC) COMPRESSED NATURAL GAS
(CNG) COMPRESSOR No. 1 REBUILD AND CNG FUELING STATION
MAINTENANCE CONTRACT**

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 GREENFIELD COMPRESSION, 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:

- Request for Proposal
- Specifications, Plans, Drawings and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

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, furnish all labor 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 Clauses 65 and 66 Special Conditions, 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:

TOTAL CONTRACT AMOUNT	*\$39,890.00
Guaranteed Maximum Price	

*Exhibit A is the Schedule of Values from Contractor dated November 15, 2010.

City shall have the right at its option to extend the maintenance portion of this contract an additional two years at the price set forth in the section labeled "Option" on Exhibit A.

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 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 documents.

ARTICLE VIII – The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

- 1. Start of Construction Project: 15 Calendar Days from Notice to Proceed.**
- 2. Project Completion: 45 Calendar Days.**

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$500.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date: 11/15/2010		
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6		SCHEDULE OF VALUES							
7		Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract					Estimator: Mike Marcus		
8		Service Co.: Atlas Copco DBA GreenField Compression					Customer: City of Lodi		
9									
10		CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED	VALUE
11	Comp. Rebuild		Perform 10,000 hr rebuild on C4U117.1 S/N# 54184	HRS	50	\$91.00		\$	4,550.00
12			GreenField recommends in-house rebuild at factory					\$	-
13								\$	-
14	Field Service		Labor to remove compressor from station and ship to GreenField	HRS	24	\$112.00		\$	3,808.00
15			Labor to re-install compressor & commission					\$	-
16								\$	-
17	Freight		From City of Lodi to GreenField	EA	1	\$5,300.00		\$	5,300.00
18			From GreenField to City of Lodi					\$	-
19								\$	-
20								\$	-
21								\$	-
22								\$	-
23								\$	-
24								\$	-
25								\$	-
26								\$	-
27								\$	-
28								\$	-
29								\$	-
30								\$	-
31								\$	-
32								\$	-
33								\$	-
34								\$	-
35								\$	-
36								\$	-
37								\$	-
38								\$	-
39								\$	-
40								\$	-
41			Total			\$ 5,503.00	\$ -	\$	13,658.00

	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date: 11/15/2010		
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6		SCHEDULE OF VALUES							
7		Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract					Estimator: Mike Marcus		
8		Service Co.: Atlas Copco DBA GreenField Compression					Customer: City of Lodi		
9									
10									
11	CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED VALUE		
12	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,076.00		\$ 12,912.00		
13		Year 1 : This amount is monthly billing which includes maint.					\$ -		
14		Parts					\$ -		
15	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,110.00		\$ 13,320.00		
16		Year 2 : This amount is monthly billing which includes maint.					\$ -		
17		Parts					\$ -		
18	Maint. Parts	Year 1 Maintenance parts to include the following:				\$2,847.00	\$ -		
19		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$ -		
20		Discharge Filter elements,O-rings and all Dryer Filter elements					\$ -		
21		This is for reference only. Cost will be included with monthly					\$ -		
22		billing per above					\$ -		
23							\$ -		
24	Maint. Parts	Year 2 Maintenance parts to include the following:				\$3,017.00	\$ -		
25		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$ -		
26		Discharge Filter elements,O-rings and all Dryer Filter elements					\$ -		
27		This is for reference only. Cost will be included with monthly					\$ -		
28		billing per above					\$ -		
29							\$ -		
30	Discount	Contract customers benefit with a 5% discount on all future					\$ -		
31		parts orders as well as a 5% discounted preferred labor					\$ -		
32		rate on any service performed outside of maintenance					\$ -		
33		for the duration of contract					\$ -		
34							\$ -		
35							\$ -		
36							\$ -		
37							\$ -		
38							\$ -		
39							\$ -		
40							\$ -		
41		Total			\$ -	\$ 5,864.00	\$ 26,232.00		

A	B	C	D	E	F	G	H	I	
1	GreenField Compression						Date:	11/15/2010	
2	909 N Bowser	<h1>OPTION</h1>							
3	Richardson, TX. 75081								
4									
5									
6	SCHEDULE OF VALUES								
7	Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract				Estimator: Mike Marcus				
8	Service Co.: Atlas Copco DBA GreenField Compression				Customer: City of Lodi				
9									
10	CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED VALUE		
11	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,130.00		\$	13,560.00	
12		Year 3 : This amount is monthly billing which includes maint.					\$	-	
13		Parts					\$	-	
14	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,150.00		\$	13,800.00	
15		Year 4 : This amount is monthly billing which includes maint.					\$	-	
16		Parts					\$	-	
17							\$	-	
18	Maint. Parts	Year 3 Maintence parts to include the following:				\$3,198.00	\$	-	
19		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$	-	
20		Discharge Filter elements,O-rings and all Dryer Filter elements					\$	-	
21		This is for reference only. Cost will be included with monthly					\$	-	
22		billing per above					\$	-	
23							\$	-	
24	Maint. Parts	Year 4 Maintence parts to include the following:				\$3,390.00	\$	-	
25		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$	-	
26		Discharge Filter elements,O-rings and all Dryer Filter elements					\$	-	
27		This is for reference only. Cost will be included with monthly					\$	-	
28		billing per above					\$	-	
29							\$	-	
30							\$	-	
31	Discount	Contract customers benefit with a 5% discount on all future					\$	-	
32		parts orders as well as a 5% discounted preffered labor					\$	-	
33		rate on any service performed outside of maintenance					\$	-	
34		for the duration of contract					\$	-	
35							\$	-	
36							\$	-	
37							\$	-	
38							\$	-	
39							\$	-	
40							\$	-	
41	Total				\$	-	\$ 6,588.00	\$	27,360.00

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and D. L. PAYNE, 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:

- Request for Proposal
- Specifications, Plans, Drawings and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

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, furnish all labor 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 Clauses 65 and 66 Special Conditions, 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:

TOTAL CONTRACT AMOUNT	
Guaranteed Maximum Price	\$35,952.00

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 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 documents.

ARTICLE VIII – The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 60 calendar days after the Notice to Proceed.
2. City of Lodi Design Review Time: 15 Calendar Days.
3. Complete construction: 30 calendar days after the date of the City of Lodi Building Permit issuance.
4. Total Construction Project (excluding Building Department Permit Review): 105 calendar days.

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$500.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR MUNICIPAL SERVICE CENTER (MSC)
COMPRESSED NATURAL GAS (CNG) COMPRESSOR NO. 1
REBUILD PROJECT AND CNG FUELING STATION
MAINTENANCE; AWARDING CONTRACT FOR MSC CNG
UPGRADE OF COMPRESSOR NO. 1 CONTROL PANEL; AND
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
EXTENSION

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on November 18, 2010, at 11:00 a.m. for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance and on November 19, 2010, at 11:00 a.m. for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Upgrade of Compressor No. 1 Control Panel and described in the Requests for Proposals therefore approved by the City Council on May 19, 2010; and

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

MSC CNG Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance:

Bidder	Bid
GreenField Compression, Inc.	\$39,890
ZeitEnergy, LLC	\$40,535

MSC CNG Upgrade of Compressor No. 1 Control Panel:

Bidder	Bid
D. L. Payne, Inc.	\$35,952
Bockmon & Woody Electric Company	\$49,879

WHEREAS, staff recommends awarding the contract for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to the low bidder, GreenField Compression, Inc., of Richardson, Texas; and

WHEREAS, staff recommends awarding the contract for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Upgrade of Compressor No. 1 Control Panel to the low bidder, D. L. Payne, Inc., of Lodi, California; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to the low bidder, GreenField Compression, Inc., of Richardson, Texas, in the amount of \$39,890; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Upgrade of Compressor No. 1 Control Panel to the low bidder, D. L. Payne, Inc., of Lodi, California, in the amount of \$35,952; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract.

Dated: December 1, 2010

=====

I hereby certify that Resolution No. 2010-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 1, 2010, by the following vote:

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

RANDI JOHL
City Clerk

Comments by the public on non-agenda items

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

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Three Vacancies on the Lodi Budget/Finance Committee
MEETING DATE: December 1, 2010
PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for three vacancies on the Lodi Budget/Finance Committee.

BACKGROUND INFORMATION: The City Clerk's Office received notification that Lodi Budget/Finance Committee member John Johnson has resigned, leaving a total of three vacancies on this Committee. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for all three vacancies shown below for another 30-day period.

Lodi Budget/Finance Committee

Kelly Brown	Term to expire June 30, 2012
John Johnson	Term to expire June 30, 2012
Steven Reeves	Term to expire June 30, 2013

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Certifying the Election Results of the November 2, 2010, General Municipal Election and Adopt Resolutions Reorganizing the Lodi City Council

MEETING DATE: December 1, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution certifying the election results of the November 2, 2010, General Municipal Election and adopt resolutions reorganizing the Lodi City Council.

BACKGROUND INFORMATION: The General Municipal Election for the City of Lodi was held on November 2, 2010. The San Joaquin County Registrar of Voters office is in the process of completing the canvass of election. The certified results will be sent to the City Clerk's office prior to the December 1, 2010, Council meeting. The certification will be forwarded to the City Council on blue sheet and attached to the accompanying resolution as Exhibit A.

Following the adoption of the resolution certifying the election results, the reorganization of the City Council will take place as follows:

- Presentation to outgoing Mayor by City Manager.
- Presentation to outgoing Council Member(s) by City Manager.
- In accordance with California Elections Code §10265, the City Clerk will administer the Oath of Office to Lodi City Council Members Elect and present Certificates of Election.
- The City Clerk will then conduct the election for the office of Mayor.
- Following the election, the newly elected Mayor will then conduct the election for the office of Mayor Pro Tempore.
- The newly elected Mayor will then conduct the remaining business on the agenda and adjourn the meeting.

FISCAL IMPACT: None required.

FUNDING AVAILABLE: None required.

Randi Johl, City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 2, 2010, DECLARING THE RESULT AND
SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Lodi, California, on Tuesday, November 2, 2010, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that candidates were nominated to fill the vacancy or vacancies as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the laws of the State of California relating to general law cities; and

WHEREAS, pursuant to State statute, the San Joaquin County Registrar of Voters' Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS SHOWN ON EXHIBIT A:

SECTION 1. That the total whole number of ballots cast in the City was _____.

That the names of persons voted for at the election for Member, City Council, are as follows:

Timothy "Tim" Reed
Phil Katzakian
John E. Johnson
Jay Patel
Alan Nakanishi
Tony Amador
Larry D. Hansen

SECTION 2. That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices, for which the persons were candidates, and for and against each measure named above is as listed in the attached Exhibit A.

SECTION 3. The City Council does declare and determine that Alan Nakanishi was elected as Council Member for the full term of four years, Phil Katzakian was elected as Council Member for the full term of four years, and _____ was elected as Council Member for the full term of four years.

SECTION 4. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes (ballots) cast in the City; (2) the names of the persons voted for; (3) the measure voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person and for and against the measures; and (6) the total number of votes given to each person and for and against the measure. Said information is set forth in this Resolution and the documentation attached hereto as Exhibit A.

SECTION 5. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: December 1, 2010

=====

I hereby certify that Resolution No. 2010-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 1, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY
COUNCIL CONFIRMING THE ELECTION
OF THE MAYOR

WHEREAS, reorganization of the City Council takes place at the first regular meeting in December each year; and

WHEREAS, during the reorganization, an election is held by the Council as a whole by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 1, 2010, _____ was elected to serve as Mayor for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2010-_____ is hereby adopted confirming the election of _____ as Mayor of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED: December 1, 2010

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 1, 2010, by the following vote:

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

RANDI JOHL
City Clerk

2010-_____

RESOLUTION NO. 2010-_____

A RESOLUTION OF THE LODI CITY
COUNCIL CONFIRMING THE ELECTION OF
THE MAYOR PRO TEMPORE

WHEREAS, reorganization of the City Council takes place at the first regular meeting in December each year; and

WHEREAS, during the reorganization, an election is held by the Council as a whole by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 1, 2010, _____ was elected to serve as Mayor Pro Tempore for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2010-_____ is hereby adopted confirming the election of _____ as Mayor Pro Tempore of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED: December 1, 2010

I hereby certify that Resolution No. 2010-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 1, 2010, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2010-_____