LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

Streaming Link:
https://www.facebook.com/CityofLodi/

https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSlN6Zz09

AGENDA – Regular Meeting
Date: October 7, 2020
Time: Closed Session 6:15 p.m.
Regular Meeting 7:00 p.m.

SPECIAL NOTICE

Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.

The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.

Viewing:

Members of the public may view and listen to the open session of the meeting by clicking the below links or pasting the link into a browsers

https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSlN6Zz09
Password: 678902
Or iPhone one-tap: US: +16699009128,,97854687709#
Or Telephone: Dial: US: +1 669 900 9128 or +1 346 248 7799

Webinar ID: 978 5468 7709
Or on Facebook at https://www.facebook.com/CityofLodi/

Public Comment:

Members of the public may provide public comment via Zoom video conferencing at the following link: https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSlN6Zz09 Public Comments are limited to five minutes per person.

Members of the public may submit written comment prior to or during the meeting. Comments should be submitted to councilcomments@lodi.gov (or via mail sent to: City Clerk's Office, P.O. Box 3006, Lodi, CA 95241). Written comments received two hours prior to the start of the meeting will be provided to the City Council and posted on the City website as part of the official record of the meeting. Five minutes of each written comment, received before the Mayor or Chair announces that the time for public comment is closed will be read into the record. IMPORTANT: Identify the Agenda Item Number in the subject line of your email. Example: Public Comment for Agenda Item Number C-17.

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:
Jennifer Cusmir
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) Actual Litigation: Government Code Section 54956.9; Seven Applications; Reba Ridino v. City of Lodi, Workers' Compensation, WCAB Case # ADJ1101088 (DOI: 09/01/1994), WCAB Case # ADJ12456598 (DOI: 08/24/1998), WCAB Case # CLFF-325066 (DOI: 12/20/2005), WCAB Case # ADJ3860654 DOI: 03/26/2006), WCAB Case # CLGG-547779 (DOI12/03/2006), WCAB Case # ADJ10399541 (DOI: CT-12/03/2006), WCAB Case # ADJ1766021 (DOI: CT-05/29/2007)

b) Actual Litigation: Government Code Section 54956.9; One Application; Brent Sirkel v. City of Lodi, Workers' Compensation, WCAB Case # CLMT-547-995 (DOI: 10/3/2018)

c) Actual Litigation: Government Code Section 54956.9; One Application; Leah Whitney v. City of Lodi, Workers' Compensation, WCAB Case # ADJ11422909 (DOI: 07/17/2018)

d) Pending Litigation: Government Code §54956.9(a); one case; *Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al.,* United States District Court, Eastern District of California Case No 2:20cv-00832-JAM-CKD

e) Pending Litigation: Government Code §54956.9(a); one case; *Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

f) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiations), Regarding International Brotherhood of Electrical Workers 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 Public Power Week Proclamation (EU)

B-2 Pink Patch Project Month Proclamation (PD)

B-3 Storm Drain Detectives 20-Year Anniversary Proclamation (PW)

B-4 National Suicide Prevention and Recovery Month Proclamation (HR)

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

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

C-1 Receive Register of Claims for August 28, 2020 through September 17, 2020 in the Amount of $3,582,222.75 (FIN)

C-2 Approve Minutes (CLK)
a) September 15 and September 22, 2020 (Shirtsleeve Meetings)
b) September 15, 2020 (Special Meeting)

Res. C-3 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, for Purchase of Ultra Violet 3000 Plus System Control Center Modifications, Integration of Ultra Violet Programmable Logic Control, and Supervisory Control and Data Acquisition Implementation for White Slough Water Pollution Control Facility ($96,572) (PW)

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Alley Improvements Project – Phase 8 (PW)

Res. C-5 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Water Meters and Encoder Receiver Transmitters from Golden State Flow Measurement, of El Dorado Hills, CA ($84,095) (PW)

Res. C-6 Adopt Resolution Ratifying Expenses for Emergency Purchase and Installation of New Heating, Ventilation, and Air Conditioning System for Server Room Located at City Hall Annex, from Industrial Commercial Refrigeration, Inc., of Lodi ($57,750) (PW)

Res. C-7 Adopt Resolution Awarding Contract for Church Street Bike and Pedestrian Improvement Project to A.M. Stephens Construction Co., Inc., of Lodi ($1,220,878), and Authorizing City Manager to Execute Change Orders ($250,000) (PW)

Res. C-8 Adopt Resolution Awarding Contract for Well 7 Electrical Improvements to Yupana, Inc., of Concord ($89,795) and Authorizing City Manager to Execute Change Orders ($10,000) (PW)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for Designated Operator Duties, Maintenance, and Repairs of City Municipal Utilities Services Fuel Island ($25,000) (PW)

Res C-10 Accept Improvements Under Contract for Municipal Services Center Security Fence Improvement Project; Adopt Resolution Authorizing City Manager to Execute Change Order No. 2 ($15,822), and Appropriating Funds ($6,947) (PW)

Res. C-11 Adopt Resolution Authorizing City Manager to Execute Amendment to Extend Measure K Renewal Cooperative Agreement with San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21 ($400,000) (PW)

Res. C-12 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941 (PW)

Res. C-13 Adopt Resolution Authorizing City Manager to Execute Addendum No. 2 to Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896 (PW)

Res. C-14 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Delta Wireless, of Stockton ($5,654) (IT)

Res. C-15 Adopt Resolution Amending Traffic Resolution No. 97-148 by Authorizing Public Works Director to Establish Time-Limited Parking Restrictions in Industrial/Commercial Zoned Area East of Highway 99 (PW)

Res. C-16 Adopt Resolution Approving City of Lodi Pay Schedule Dated October 1, 2020 (HR)

C-17 Appoint Vanessa Madrigal-Lauchland to Lodi Improvement Committee (CLK)

Res. C-18 Adopt Resolution Authorizing Three-Year AutoCad Software Subscription Renewal with DLT Solutions, LLC, of Herndon, Virginia ($30,000) (EU)

Res. C-19 Adopt Resolution Accepting the U.S. Environmental Protection Agency Brownfields Community-wide Assessment Grant and Appropriating Funds ($300,000) (EU)

Res. C-20 Adopt Resolution to Ratify City Manager's Extension of the Great Plates Delivered Program through October 9, 2020, and Adjustment of Fiscal Year 20-21 Appropriation in an Approximate Amount of $934,567 to Existing Appropriation of $2,388,265 for a Total Amended Appropriation of Approximately $3,322,832; and Further Authorize City Manager to Extend City's Participation in Great Plates Delivered Program After Current Program End Date of October 9, 2020, and Increase Appropriations Contingent Upon State and Federal Extension of Both Program and Corresponding Reimbursement at 93.75 Percent (CM)

Res. C-21 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Magellan Advisors, LLC, of Denver, Colorado, for Wireless Policy Consulting Services and Appropriate Funds ($32,760) (EU)

Res. C-22 Adopt Resolution Reaffirming the Ratification of the City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of $250,000 for the Duration of the Local Emergency (CA)

Res. C-23 Adopt Resolution Declaring Intention to Annex Territory (Sunwest Commons Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 11); and Setting a Public Hearing for November 18, 2020 (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 6.3l). 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.

If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the 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 Approving Planning Commission's Recommendation to Amend the Safety Element of the City of Lodi General Plan to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)

Ord. G-2 (Introduction) Public Hearing to Consider Introduction of Ordinance Approving the Planning Commission's Recommendation to Amend Lodi Municipal Code Title 15 – Buildings and Construction – by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention in its Entirety; Amending LMC Title 17 – Development Code – by Repealing and Reenacting Section 17.14.040, General Performance Standards, in its Entirety; and Amending LMC Chapter 17.28 – Overlay Zoning Districts – by Repealing and Reenacting Section 17.28.030, Flood Hazard (-F) Overlay Zoning Districts, in its Entirety; and Amending Lodi Zoning Map to Establish Flood Hazard (-F) 200 Overlay District to Implement Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)

H. Regular Calendar – None

I. Ordinances – None

J. 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 Cusmir
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 Pamela M. Farris 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 Pamela M. Farris (209) 333-6702.

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

Members of the public may view and listen to the open session of this teleconference meeting at www.facebook.com/CityofLodi/ or https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09.

AGENDA ITEM B-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of October 4-10, 2020 as "Public Power Week" in Lodi

MEETING DATE: October 7, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of October 4-10, 2020, as "Public Power Week" in Lodi.

BACKGROUND INFORMATION: Lodi Electric Utility (LEU) is celebrating Public Power Week, October 4-10, along with more than 2,000 other community-owned, not-for-profit electric utilities that collectively provide electricity to 49 million Americans. This is an opportunity to remind the community of the importance of public power to local citizens and other state and national officials. Public Power week is focused on "Powering Strong Communities."

LEU's mission is to be "your customer-owned energy partner committed to the needs of the community; providing courteous, professional service for safe, reliable, and competitively-priced power." Since 1910, the year when the utility began serving the citizens and businesses of Lodi, LEU has been dedicated to being "large enough to meet your needs and small enough to care."

For 24 years LEU staff has hosted an open house to educate elementary aged students by showing them demonstrations from our Electric Line crews in addition to teaching them about electric safety practices. This year LEU will be hosting a virtual tour with our Line Staff and Administrative Staff.

Senior Administration Clerk Whiteman will be accepting the proclamation on behalf of LEU from Mayor Doug Kuehne.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

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Jeff Berkheimer
Electric Utility Director

PREPARED BY: Natalie Brunell, Administrative Secretary

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM B-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Proclaiming October 2020 as Pink Patch Project Month

MEETING DATE: October 7, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming October 2020 as Pink Patch Project month.

BACKGROUND INFORMATION: In October 2015, the Pink Patch Project was launched at the Irwindale Police Department. The idea arose in 2013 after the Irwindale Police Chief discovered that several family members of the department had lost their battles with breast cancer.

The Irwindale Police Officers Association created pink patches and T-shirts and raised over $20,000 for the City of Hope nonprofit by selling their items at Coffee with a Cop and National Night Out events. The pink patches were also displayed on uniforms for the entire month of October 2015. Through the use of social media and news outlets, the Pink Patch Project became a nationwide campaign. The City of Lodi Police Department is the 45th California law enforcement agency to participate in the Pink Patch Project. All agencies donate all proceeds to local non-profits in support of cancer awareness and survival.

Many of the Lodi Police Department staff have been affected by breast cancer; both personally fighting the disease or as a consequence of a family member or loved one. For those suffering physically and emotionally within the department and in the Lodi community, we support you. Wearing the pink patches is just a small gesture the Lodi Police Department can make to show our encouragement.

The Lodi Police Department would like to declare the month of October Pink Patch Project and proudly display pink patches and hash marks to support cancer awareness and survival. The Lodi Police Foundation procured the patches which will be displayed on their uniforms for the month of October.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

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Sierra Brucia
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM **B-03**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Commemorating Storm Drain Detectives 20-Year Anniversary

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation commemorating Storm Drain Detectives 20-year anniversary.

BACKGROUND INFORMATION: In 1998, the City of Lodi's wastewater facility self-reported high chlorine levels in wastewater discharges to Dredger Cut because of a faulty piece of equipment, resulting in a discharge violation issued by the State Water Resource Control Board (SWRCB).

In response to the discharge violation, the City negotiated with SWRCB to develop a Supplemental Environmental Project (SEP), which included a watershed based public education program and a newly formed citizen-monitoring group called the Storm Drain Detectives (SDD). With assistance from the Lodi Lake Nature Area Docent Council, the SDD program found success in completing initial monitoring activities.

Student monitoring began in fall of 2000, and continues to the present day. The SDD program has grown to become a Lodi fixture over the last two decades, as more than 3,500 students have participated in collecting almost 10,000 water quality samples. Each month, students (or today SDD teachers due to COVID-19), sample the Mokelumne River at five sites, asking the question, "How does Lodi's stormwater affect the Mokelumne River's water quality?"

The students test for pH, turbidity, nitrates, dissolved oxygen, temperature, electrical conductivity, and recently e-coli bacteria then post the results on-line. This data is used to study the potential impact of runoff on the river, while also engaging the public in stormwater issues and concerns. Each May, students present their data findings to the public. https://www.lodi.gov/505/Monthly-Data

A handful of teachers make the program successful. Longtime SDD team leaders are Melissa Turner of Lodi High (since 2004); Sandi Starr of Tokay High (since 2007); Jud Atwater of Lodi High (since 2013); Janine Jacinto of Heritage School and Joe Serna Charter School (since 2014); Melanie Martinez of Reese Elementary School (since 2016); and Dylan O'Ryan of Lodi High (since 2014). The SDD program would not be as successful without the dedication of these educators and the City of Lodi staff who assists the Watershed Program Coordinator each year, adding expertise and oversight to equipment calibration, student training, and data collection.

Over the years, multiple grants have helped fund the Storm Drain Detective Program for various tasks, including program support, purchasing equipment, supporting watershed study trips and community watershed murals, aquarium in the classroom programs raising salmon eggs, and the student written,

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APPROVED: _____
Stephen Schwabauer, City Manager

Mokelumne Current watershed newspaper. For 20 years, generous donors have included CALFED, LUSD GOT Kids, Waste Management, Clark Pest Control, Lower Mokelumne Partnership (EBMUD, USFW, CAFW), C.A. Webster Foundation, and others.

The SDD Program and its teachers have received very prestigious, Statewide competitive awards from various interests, including the California Storm Water Quality Association, League of California Cities, Lower Mokelumne River Partnership, City of Lodi – Lodi Improvement Committee, and San Joaquin County Council of Government, San Joaquin County, and Targeted Opportunities to Prevent Pollution Program.

A representative of the Public Works Department will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kathy Grant, Watershed Program Coordinator
CES/kg/tw

AGENDA ITEM B-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation for National Suicide Prevention and Recovery Month

MEETING DATE: October 7, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Kuehne will present a proclamation for National Suicide Prevention and Recovery Month.

BACKGROUND INFORMATION: Mayor Kuehne will present a proclamation in recognition of National Suicide Prevention and Recovery Month to share a message of hope and healing with the community.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

Presentation_SuicidePreventionWeek

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims for August 28, 2020 through September 17, 2020 in the Total Amount of $3,582,222.75

MEETING DATE: October 7, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $3,582,222.75

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $3,582,222.75 for August 28, 2020 through September 17, 2020. Also attached is Payroll in the amount of $1,557,297.29 through September 6, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi - v11.3.20 Live
8/28/2020 through 9/17/2020

Fund	Fund Title	Amount
100	General Fund	$2,491,065.46
103	Measure L	$17,611.19
120	Library Fund	$10,983.78
140	Expendable Trust	$8,308.00
200	Parks Rec & Cultural Services	$30,931.35
270	Comm Dev Special Rev Fund	$25,360.72
301	Gas Tax-2105 2106 2107	$15,396.17
303	Measure K Funds	$1,905.00
304	Gas Tax -2031	$945.00
305	TDA - Streets	$2,304.09
500	Electric Utility Fund	$186,361.76
501	Utility Outlay Reserve Fund	$121,182.58
504	Public Benefits Fund	$26,945.53
530	Waste Water Utility Fund	$124,263.84
531	Waste Wtr Util-Capital Outlay	$7,786.52
560	Water Utility Fund	$114,057.01
561	Water Utility-Capital Outlay	$22,536.39
565	PCE/TCE Rate Abatement Fund	$6,480.00
590	Central Plume	$27,138.01
591	Southern Plume	$6,000.00
600	Dial-a-Ride/Transportation	$23,460.14
602	Transit-Prop. 1B -PTMISEA	$1,635.84
642	IT replacement	$32,763.27
644	Vehicle replacement Fire	$372.92
645	Vehicle Replacement PW	$26,386.55
650	Internal Service/Equip Maint	$97,724.06
655	Employee Benefits	$151,997.24
665	Worker's Comp Insurance	$320.33
Total		**$3,582,222.75**

9/23/2020 7:59:17 AM

Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 9/6/2020

Fund	Description	Amount
100	General Fund	832,033.97
103	Measure L	112,877.89
120	Library Fund	15,318.13
200	Parks Rec & Cultural Services	93,512.99
214	LPD-OTS Grants	1,251.96
270	Comm Dev Special Rev Fund	29,248.52
301	Gas Tax-2105 2106 2107	35,277.49
500	Electric Utility Fund	209,876.85
501	Utility Outlay Reserve Fund	27,193.16
530	Waste Water Utility Fund	135,626.19
560	Water Utility Fund	25,169.12
600	Dial-a-Ride/Transportation	10,401.81
650	Internal Service/Equip Maint	20,647.35
655	Employee Benefits	8,861.86
Report Total		**1,557,297.29**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) September 15, 2020 (Shirtsleeve Session)
b) September 15, 2020 (Special Meeting)
c) September 22, 2020 (Shirtsleeve Session)

MEETING DATE: October 7, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) September 15, 2020 (Shirtsleeve Session)
b) September 15, 2020 (Special Meeting)
c) September 22, 2020 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 15, 2020

The September 15, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir
City Clerk

LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 15, 2020

A. Call to Order / Roll Call

The Special City Council meeting of September 15, 2020, was called to order by Mayor Kuehne at 7:18 a.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at https://www.facebook.com/CityofLodi/ and https://zoom.us/j/94149116757?pwd=QUdQL3RwNStjc1A4Z1JjckltV09rZz09; the opportunity for public comment was available through councilcomments@lodi.gov and https://zoom.us/j/94149116757?pwd=QUdQL3RwNStjc1A4Z1JjckltV09rZz09.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

B. Regular Calendar

B-1 Provide Direction to Staff Regarding Upgrade of Audio, Visual and Broadcast System in Council Chambers (IT)

Information Technology (IT) Manager Benjamin Buecher provided a PowerPoint presentation regarding City Council Chambers upgrade. Specific topics of discussion included current system, benefits of the upgrade, examples of technology used in other chambers, estimated time line, funding, and estimated cost.

IT Manager Buecher answered questions asked by Mayor Pro Tempore Alan Nakanishi about the integration of the proposed upgrades and the devices currently used by the Council. Mayor Pro Tempore Nakanishi stated that the upgrades are much needed.

Council Member Chandler asked how the estimate was developed. IT Manager Buecher stated a consultant the City has been working with provided a rough estimate and listed the items included in that estimate.

Deputy City Manager Andrew Keys provided more information about funding of the project, noting that the City has been setting the restricted funds aside for many years foregoing upgrades to the Council Chambers. Deputy City Manager Key also spoke about how the proposed upgrades will help to increase accessibility and transparency.

City Manager Steve Schwabauer explained that the upgrades to the Council Chambers are not intended to replace the current Council iPads, but are intended to provide Council a new tool to use at Council meetings, in response to a question asked by Council Member JoAnne Mounce.

Council Member Mounce asked if the ability to attend meetings remotely would be improved and IT Manager Buecher answered that it would be.

IT Manager Buecher said that he would include translation technology into the scope of the

project in response to comments made by Council Member Mounce.

Mayor Doug Kuehne asked that staff research the possibility of having the Council meetings broadcast via the City's radio channel.

Mayor Kuehne stated that the upgrades are long overdue especially when compared to other meeting venues in the area.

Deputy City Manager Keys reiterated the direction provided by the Council, staff will be mindful of the budget, ensure improvements to remote access are included, and research expanding translation capabilities and other accessibility improvements, as well as adding a bid for the ability to broadcast over radio.

There were no public comments.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:39 a.m.

ATTEST:

Jennifer Cusmir
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 22, 2020

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 22, 2020, commencing at 7:00 a.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at https://www.facebook.com/CityofLodi/ and https://zoom.us/s/99156688900?pwd=MThFM09HbXdYQzkxMXpYdzJJb2gzQT09; the opportunity for public comment was available through councilcomments@lodi.gov and https://zoom.us/s/99156688900?pwd=MThFM09HbXdYQzkxMXpYdzJJb2gzQT09.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

Council Member Mounce joined the meeting at 7:24 a.m.

B. Topic(s)

B-1 Presentation Regarding Emergency Operations Plan Update (FD)

Fire Chief Gene Stoddart introduced this item and provided some background information regarding the Emergency Operations Plan (EOP) and the activation of the Emergency Operations Center (EOC) in March 2020, which increased operational support for the response to the COVID-19 pandemic. Chief Stoddart commended staff on a successful EOC deployment.

Deputy Chief Ron Penix, of the Lodi Fire Department, provided a PowerPoint presentation regarding the Emergency Operations Plan (EOP) update. Specific topics of discussion included purposes of the EOP; background, goals; organization; elements; hazardous analysis; hazards; emergency notifications; operational goals; Standardized Emergency Management System (SEMS); National Incident Management System (NIMS); mutual aid; transition to recovery; damage assessment; finance; plan development and maintenance; and preparedness, training, and exercises.

Deputy Chief Penix stated that he would research and consider the addition to including an appendix to the EOP to address weapons of mass destruction, in response to questions asked by Mayor Pro Tempore Nakanishi.

Council Member Chandler asked if the EOP will include a response to cyber attacks. Deputy Chief Penix answered that a plan to respond to cyber attacks may be included in an additional appendix. Deputy City Manager Andrew Keys explained that in regards to cyber attacks, it may not be necessary to activate the EOC and the City is in the process of developing Business Continuity Plans to address cyber threats.

Chief Penix explained a drill was planned for Fall 2020, but due to the pandemic the drill will need to be rescheduled, in response to a questions asked by Mayor Kuehne.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:35 a.m.

ATTEST:

Jennifer Cusmir
City Clerk

AGENDA ITEM **C-03**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, for Purchase of Ultra Violet 3000 Plus System Control Center Modifications, Integration of Ultra Violet Programmable Logic Control, and Supervisory Control and Data Acquisition Implementation for White Slough Water Pollution Control Facility ($96,572)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, for purchase of ultra violet 3000 plus system control center modifications, integration of ultra violet programmable logic control, and supervisory control and data acquisition implementation for White Slough Water Pollution Control Facility, in the amount of $96,572.

BACKGROUND INFORMATION: The function of the ultra violet (UV) system is to disinfect the City's tertiary treated wastewater at White Slough Water Pollution Control Facility. The City of Lodi was one of the first City's to utilize UV disinfection when it switched from chlorine gas to UV disinfection in January 2005.

Though effective, the current UV system (supplied by Trojan Technologies) is first generation UV technology and requires regular maintenance and oversight to keep it properly operating. DC Frost Associates, Inc. is the local representative for Trojan Technologies, the sole source for the UV equipment.

UV technology has evolved since the original installation in 2005. In 2020, City staff hired Carollo Engineers, Inc. to evaluate replacing the existing UV system and to explore options that might improve system operation over the next five years (at relatively minimal cost), until its planned 2025 replacement date. The evaluation recommended the proposed, intermediate improvements consisting of hardware and software upgrades that will improve system performance and reliability for at least the next five years.

Staff recommends authorizing City Manager to execute Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, for purchase of ultra violet 3000 plus system control center modifications, integration of ultra violet programmable logic control, and supervisory control and data acquisition implementation for White Slough Water Pollution Control Facility, in the amount of $96,572.

FISCAL IMPACT: The interim improvements are expected to improve reliability and performance while reducing the City's exposure to treatment violations

---

APPROVED: _____
Stephen Schwabauer, City Manager

imposed by the State Water Resource Control Board. This work does not impact the General Fund.

FUNDING AVAILABLE: White Slough Water Pollution Control Facility Plant Operations (53053003) - $96,572

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Public Works Director

Prepared by Kenneth Capitanich, Wastewater Plant Superintendent
CES/KC/tw
Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on September _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DC FROST ASSOCIATES, INC., a California corporation (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 purchase of UV 3000 plus system control center modifications, integration of UV programmable logic control, and SCADA implementation (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on October 1, 2020 and terminates upon the completion of the Scope of Services or on September 30, 2021, 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: Lance Roberts

To CONTRACTOR: DC Frost Associates, Inc.
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598
Attn: Dean Boode

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:

PAMELA M. FARRIS
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

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

DC FROST ASSOCIATES, INC.,
a California corporation

By: _____

jdm

By: _____
Name: DEAN BOODE
Title: President

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

Funding Source: **53053003.72531**
(Business Unit & Account No.)

Doc ID: R:\GROUP\ADMIN\Council\2020\09022020\DC Frost\PSA.doc

CA:Rev.01.2015

Exhibit A/B

DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
6/10/2020	103688

Bill To

City of Lodi, CA
Accounts Payable / Financial Services
P.O. Box 3006
Lodi, CA 95241-1910

Ship To

City of Lodi/White Slough WPCP
Attn: Ken Capitanich (209-333-6800)
12751 N. Thornton Road
Lodi, CA 95242

E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
A	1	One (1) System Control Center (SCC) shall be supplied to monitor & control the UV System. Trojan will provide a PLC I/O and soft address map to aid with integration of the UV PLC and SCADA implementation. The UV SCC shall consist of the components as detailed below. 1 - Backplate (dimensions to be confirmed by site).Drawing approval process confirms site fit/location; Reuse existing SCC shell and replace the backplate with new hardware. 1 - Processor: -AB Control Logix L72(Programmed)Includes PLC power supply, control cables 1 - Prosoft MVI56E-GSCAscii Communications 1 - Analog Inputs: 8 wired, 4-20 MaCh1 Flow, Ch2 Flow, UVT, Turbidity 1 - Analog Inputs: 8 wired, 4-20 Ma 1 - 16 Point Digital Input: – 120 VACCh1 Inlet Gate Remote,	69,048.00	69,048.00T

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

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Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		Ch1 Inlet Gate Opened, Ch1 Inlet Gate Closed, Ch2 Inlet Gate Remote, Ch2 Inlet Gate Opened, Ch2 Inlet Gate Closed, Ch1 Weir Gate Remote, Ch2 Weir Gate Remote, Ch1 low low Level, Ch2 low low level 1 - 16 Point Digital Output: - 120VACCommon Minor, Major, Critical alarms. Bank 1A On Status,1B On Status, 1C On Status, 1D On Status, 1E On Status, Ch1 Inlet Gate Open, Ch1 Inlet Gate Close 1 - 16 Point Digital Output: - 120VACBank 2A On Status, 2B On Status, 2C On Status, 2D On Status, 2E On Status, Ch2 Inlet Gate Open, Ch2 Inlet Gate Close 1 - Analog Outputs: 4 wired, 4-20mACh1 Weir Gate Control, Ch2 Weir Gate Control 1 - SCADA Communications:Ethernet/IP. PLC Programming, configuration & testingDownloaded and configured to site control philosophy 1 - UPS: 120VAC 20-30 minute		
Quote Prepared By: Debby Patton			**Total:**	

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Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		Site Owner's Responsibility: Site will be responsible for written approval of the submittal drawing(s). Site will be responsible for location, provision of suitable mounting structure and mounting of new backplate or SCC panel. Site will be responsible for the new supply or transfer of the following connections from the existing panel to the new SCC panel: 1. One (1) 120 volt, 60 Hz, 1 Phase, 2 wire (plus ground), power supply – make power connections within new panel but do not apply power. 2. Analog input signals - transfer from old panel to new SCC. (if applicable) 3. Digital input signals - transfer from old panel to new SCC. (if applicable) 4. Digital output signals - transfer from old panel to new SCC. (if applicable) 5. Analog output signals - transfer from old panel to new SCC. (if applicable) 6. One (1) serial communication link (RS485) consisting of		

Quote Prepared By: Debby Patton

Total:

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Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		one (1) twisted shielded pair, 18 gauge maximum from existing terminal blocks daisy chained to CCBs. Existing wiring can be used. 7. Any power, analog or communications wiring that is too short for direct connection to the new SCC panel connections will have to be replaced as "splicing" is not allowed Site will be responsible to pull new wiring if required, label, and terminate within new SCC panel. Site will be responsible for making operators available for training on the new SCC control panel. Please note that Trojans Technical Assistance Center (Toll Free 1 866 388 0488) is available to discuss the panel installation, mounting and wiring with the site or the electrical contractor to ensure that all is ready for the certified technician's arrival. Trojan Responsibility: Trojan will be responsible for providing submittal drawing(s) for the site's approval. Technician\Programmer and \ or Trojan Rep will be		

Quote Prepared By: Debby Patton

Total:

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Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		responsible for: 1. Verifying correct installation (power, mounting, configuration, communications, etc) of the new SCC panel; 2. Verifying correct SCC operation; 3. Verify SCADA communications (if included/required); 4. Providing operator training on new SCC.		

Quote Prepared By: Debby Patton

Total:

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Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
B	1	Two (2) G4 Hydraulic System Centre (HSC) shall be supplied to control the wiping systems, one per channel. The HSC shall consist of the components as detailed below. 2 - G4 Wago upgrade kit to replace obsolete G4 Wago Modicon Momentum PLC 1 - PLC Programming, configuration & testing	10,140.00	10,140.00T
C	1	One (1) Certified Tech for three (3) days on site to inspect, commissioning and start-up of the new SCC & HSC backplate and associated hardware. Includes two (2) travel days Documentation: One electronic copy in PDF format of the following documentation will be supplied by Trojan 1. Submittal drawings for approval. 2. Final (as approved) submittal drawings. 3. Appropriate corrected sections for the original O&M Manuals.	10,500.00	10,500.00

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
6/10/2020	103688

Bill To

City of Lodi, CA
Accounts Payable / Financial Services
P.O. Box 3006
Lodi, CA 95241-1910

Ship To

City of Lodi/White Slough WPCP
Attn: Ken Capitanich (209-333-6800)
12751 N. Thornton Road
Lodi, CA 95242

E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		Terms & Conditions: DC Frost Associates Terms and Conditions apply and will be sent separately Shipment terms are ExWorks (ExW). Partial shipments allowed. Payment Net 30 days. Quote valid until September 31, 2020. Delivery is 16-20 weeks to be confirmed at order placement. SCC Warranty is one (1) year materials. HSC Warranty is one (1) year materials.		
		Sales Tax	6,533.01	6,533.01
		ESTIMATED FREIGHT ONLY - ACTUAL FREIGHT CHARGES will apply and be added to all invoices.	350.00	350.00
		NOTE TO CUSTOMER: DUE TO THE PRESENT COVID-19 SITUATION, MANUFACTURER WILL NOT BE ABLE TO PROVIDE EXACT SHIPMENT DATES AND ARRIVALS - ONLY ESTIMATED DATES AND ARRIVALS WHICH CANNOT BE GUARANTEED.		

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
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E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		DC FROST ASSOCIATES, INC. DOES NOT ACCEPT VERBAL ORDERS. PLEASE SIGN AND DATE THIS QUOTATION and e-mail or fax to the author of the quote along with a copy of your PO (or you can write the PO number on the signed quote). By doing this, you are authorizing your acceptance of the Quote and giving approval to place the order. Simply include any Quantity changes, Bill To and Ship To changes along with your signature and date below. SIGNATURE / DATE / PO#: _____	0.00	0.00
		DAMAGES/SHORTAGES: All parts arriving at the site must be inspected within (5) business days after receipt with Buyer reporting any damages/shortages. Any damaged parts must be reported to DC Frost Associates, Inc. in writing, identifying parts damaged, quantity and must include pictures of the damage.	0.00	0.00T

Quote Prepared By: Debby Patton

Total: $96,571.01

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

DC FROST ASSOCIATES, INC., a wholly owned subsidiary of Coombs-Hopkins
2855 Mitchell Drive, Suite 215 • Walnut Creek, CA 94598 • Phone 800-964-9733

DC Frost Associates, Inc. Standard Parts Quotation Terms & Conditions:

1. **DEFINITION:** "Seller" when used herein means **DC Frost Associates, Inc.** "Buyer" when used herein means the person, company or corporation to whom the quotation is addressed. "Parts" means those components, articles, or supplies described herein.

2. **ACCEPTANCE:** All quotations are for acceptance within the limits established therein and beyond which are subject to change without notice. If this quotation constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to the terms of this quotation.

   Any terms proposed in Buyers acceptance of this quotation which add to, vary from, or conflict with the terms hereof are hereby objected to and rejected and shall not constitute any part of any contract resulting from this quotation. Any such proposed terms shall have no force or effect and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of any contract resulting from this quotation and may be modified only by written instrument executed by the authorized representative of both parties.

3. **PRICES:** Prices for parts included in Seller's quotations are subject to the specific outline herein. All freight charges for parts is extra and will be added to all invoices. All quotations provided by Seller are valid for 30-days. After 30-days all parts must be requoted.

4. **TAXES:** Seller quotations include all applicable taxes. If tax-exempt, Buyer shall supply to the Seller a valid exemption certificate. If not exempt, Buyer shall supply all other tax information required by Seller.

5. **PAYMENT:** Payment terms are Net-30 days.

6. **INDEMNIFICATION and CERTIFICATE OF INSURANCE:** Seller will not indemnify Buyer on any parts orders. Seller will not provide a Certificate of Insurance on any parts orders.

7. **SCHEDULE:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." The Seller shall not be liable for delays due to force majeure, strikes, labor difficulties, fires, acts of government or military forces, transportation, procurement or any other cause beyond the reasonable control of the Seller. No provision for liquidated damages for any cause shall apply under this order.

8. **TITLE/RISK OF LOSS:** Title and risk of loss shall pass to the Buyer upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties.

9. **ASSIGNMENT:** Neither party shall assign or transfer this quotation without prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the terms and conditions herein and no greater rights or remedies shall be available to the assignee.

10. **WARRANTY:** All parts warranties are through the Manufacturer. Seller does not warranty any parts. The Seller shall not be liable for any claims, losses, labor expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, parts purchased, or the other consequential loss of damage of any nature arising from any cause.

11. **CHANGES/CANCELLATION:** If the Buyer requests changes to the order, it must be done in writing, **before** the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be cancelled.

12. **RESTOCKING FEES/ SHORTAGES/DAMAGES:** No part(s) may be returned for credit without Manufacturer's written authorization. Buyer must notify Seller, in writing, the reason for returning part(s). Seller, in turn, will notify Manufacturer in order to receive a Return Authorization Form for the Buyer to return parts. All returned parts must be securely packaged in its original packing materials and adequately insured and protected to reach Manufacturer location without damage. All shipping and freight charges shall be prepaid by the Buyer. The returned parts may be subject to a restocking charge to be determined by the Manufacturer.
    SHORTAGES/DAMAGES: All claims by the Buyer for shortages of parts must be made in writing to the Seller within five (5) business days after receipt by the Buyer.
    Any parts orders arriving at the site damaged must be reported to Seller, in writing and including pictures of the damage, within five (5) business days after receipt by the Buyer.

Updated 4/2020 **Accepted By: Sign/Date**_____

Approved as to Form:

_____
JANICE D. MAGDICH jdm
City Attorney

Exhibit C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts

(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) 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.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) 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.

Signature: Janice D. Magdich
Janice D. Magdich (Sep 23, 2020 10:47 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DC FROST ASSOCIATES, INC., OF WALNUT CREEK, FOR PURCHASE OF ULTRA VIOLET 3000 PLUS SYSTEM CONTROL CENTER MODIFICATIONS, INTEGRATION OF ULTRA VIOLET PROGRAMMABLE LOGIC CONTROL, AND SUPERVISORY CONTROL AND DATA ACQUISITION IMPLEMENTATION FOR WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

==========

WHEREAS, White Slough Water Pollution Control Facility uses ultraviolet (UV) system functions as a disinfectant for the tertiary treated wastewater, as directed by the California Regional Water Quality Control Board; and

WHEREAS, the UV system is complex, requiring annual operational costs for parts, equipment replacement, and continuous staff hours to maintain; and

WHEREAS, modifications must be made to the current UV system to continuously maintain and provide operational performance necessary to preserve uninterrupted compliance with discharge permit requirements; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, for the purchase of ultra violet 3000 plus system control center modification, integration of ultra violet programmable logic control, and supervisory control and data acquisition implementation for White Slough Water Pollution Control Facility, in the amount of $96,572.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with DC Frost Associates, Inc., of Walnut Creek, California, for purchase of ultra violet 3000 plus system control center modification, integration of ultra violet programmable logic control, and supervisory control and data acquisition implementation for White Slough Water Pollution Control Facility, in the amount of $96,572; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Alley Improvement Project - Phase 8

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Alley Improvement Project – Phase 8.

BACKGROUND INFORMATION: The City has reconstructed various alleys over the past ten years. The projects have typically included between one and two alleys per year, depending on funding levels. Specific projects are selected from a citywide alley condition assessment list where each alley is rated based on pavement condition and drainage problems. Alley projects located in future phases of the water meter program are either improved concurrently with the specific water meter phase or deferred until after it is completed, to prevent new alley improvements from being disturbed.

Phase 8 consists of reconstructing the alley south of Elm Street between Garfield Street and Cherokee Lane, as shown on Exhibit A. The project includes approximately 15,000 square feet of pavement removal and replacement, 700 square feet of concrete removal and replacement of new alley approach and sidewalk, installation of 700 lineal feet of concrete valley gutter, installation of storm drain system improvements, and other incidental and related work, all as shown on the plans and specifications for the above project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 4, 2020. The project estimate is $210,000.

FISCAL IMPACT: The project will reduce maintenance costs in the reconstructed alleys.

FUNDING AVAILABLE: The City will be using Community Development Block Grant (CDBG) funds. Specific funding information will be identified at project award.

Charles E. Swimley, Jr
Public Works Director

Prepared by Alice Bernardino, Assistant Engineer
CES/AB/jb
Attachment

cc: Neighborhood Services Manager

APPROVED: _____
Stephen Schwabauer, City Manager

Alley Improvement Project
Phase 8
Project Location

Legend

Project Location

N
W E
S

0 125 250 500
Feet

AGENDA ITEM **C-05**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Water Meters and Encode Receiver Transmitters from Golden State Flow Measurement, of El Dorado Hills ($84,095)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive bid process and purchase water meters and encode receiver transmitters from Golden State Flow Measurement, of El Dorado Hills, in the amount of $84,095.

BACKGROUND INFORMATION: Since the first of eight construction projects was awarded by Council in March 2011, the City has installed approximately 12,250 water meters. Considering water meter installations prior to 2011, a total of approximately 15,300 meters have been installed with the vast majority being 3/4-inch for residential purposes. In recent years staff has observed an increase in the number of new meter installations and meter replacements.

In 2007, Council adopted Resolution No. 2007-242 authorizing the specific use of Hersey, Sensus, or Badger meters. All three types of meters have been utilized. Hersey meters are no longer manufactured and are obsolete. In March 2012, the City entered into a contract with Badger Meter to exclusively supply water meters for all the water meter phases. This contract ended in March 2019.

Staff solicited quotes from Golden State Flow Measurement and National Meter, both Sole Source vendors for Sensus Meters and Badger Meters respectively. Golden State Flow Measurement was the low bidder.

In order to maintain an adequate inventory and fill existing service order requests, Staff is requesting council approve a purchase of 300 3/4-inch meters and 300 Endcoder Receiver Transmitters (ERT). ERT modules offer advanced two-way meter data collection designed specifically for Itron collection systems utilizing the City's current fixed network.

Golden State Flow Measurement is a sole-source vendor for Sensus water meters. Per Lodi Municipal Code, Section 3.20.070, Bidding, the bidding process may be dispensed when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand.

Staff recommends authorizing City Manager to waive bid process and purchase 300 water meters and ERTs from Golden State Flow Measurement, of El Dorado Hills, in the amount of $84,095.

FISCAL IMPACT: Accurate water meter reads are critical to accurate customer billing and maintaining utility revenues. This purchase does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Water Capital (56199000.77020) - $84,095

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Richle, Utilities Superintendent
CES/AR/tw
Attachments

QUOTATION

4821 Golden Foothill Parkway
El Dorado Hills, CA 95762

PH: (916) 933-9554
FX: (916) 933-9557

Date: 8/11/2020

Quoted To:
City of Lodi
1331 S Ham Lane
Lodi, CA 95241

Ship To:
City of Lodi
1331 S Ham Lane
Lodi, CA 95241

Qty	Item	Description	Unit Price	Amount
300		3/4" SRII w/ iTron - 1CF	$ 187.50	$ 56,250.00

Subtotal:	$ 56,250.00
Sales Tax:	$ 4,640.63
TOTAL:	$ 60,890.63

Golden State Flow Measurement Inc.
4821 Golden Foothill Parkway
El Dorado Hill's, CA 95762

Voice: 916-933-9554
Fax: 916-933-9557

QUOTATION

Quote Number: 2378
Quote Date: Sep 10, 2020
Page: 1

Quoted To:
CITY OF LODI PO BOX 3006 ATTEN ACCT PAYABLE LODI, CA 95241

PO BOX 3006
ATTEN ACCT PAYABLE
LODI, CA 95241

Customer ID	Good Thru	Payment Terms	Sales Rep
LODI- CITY OF	10/10/20	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
300.00	.	ITRON 100W ERT	71.45	21,435.00
			Subtotal	21,435.00
			Sales Tax	1,768.39
			Freight	
			TOTAL	**23,203.39**

Andrea Davis
Manager Business
Development/Distribution

8601 Six Forks Road
Raleigh, NC 27615

T: 919-424-8995
F: 919-424-8976

andrea.davis@sensus.com

www.sensus.com

NOV 1 2019

RE: California Distributors

To Whom It May Concern:

Sensus - Xylem, USA is pleased to announce that Golden State Flow & Measurement (GSFM) is the exclusive Authorized Distributor of Sensus - Xylem products for the state of California. Please contact GSFM for all of your Sensus - Xylem needs. Purchasing Sensus - Xylem, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@sensus.com regarding this or any other matter.

Sincerely

Andrea M. Davis

Andrea Davis Sensus
- Xylem, USA
Manager of Business Development/ Distribution

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO WAIVE BID PROCESS AND PURCHASE WATER METERS AND ENCODER RECEIVER TRANSMITTERS FROM GOLDEN STATE FLOW MEASUREMENT, OF EL DORADO HILLS

==========

WHEREAS, staff has observed an increase in the number of new meter installations and meter replacements, and, in order to maintain an adequate inventory and fill existing service order requests, staff recommends the purchase of 300 ¾-inch meters and encoder receiver transmitters; and

WHEREAS, per Lodi Municipal Code §3.20.070, bidding process may be dispensed when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand; and

WHEREAS, staff recommends authorizing the sole-source purchase of water meters and encoder receiver transmitters from Golden State Flow Measurement, of El Dorado Hills, in the amount of $84,095.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the bidding process per Lodi Municipal Code Section 3.20.070; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the sole-source purchase of water meters and encoder receiver transmitters from Golden State Flow Measurement, of El Dorado Hills, California, in the amount of $84,095; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-06**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Ratifying Expenses for Emergency Purchase and Installation of New Heating, Ventilation, and Air Conditioning System for Server Room located at City Hall Annex, from Industrial Commercial Refrigeration, Inc., of Lodi ($57,750)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution ratifying expenses for emergency purchase and installation of new heating, ventilation, and air conditioning system for server room located at City Hall Annex, from Industrial Commercial Refrigeration, Inc., of Lodi, in the amount of $57,750.

BACKGROUND INFORMATION: On June 6, 2018, Council authorized a Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning (HVAC) maintenance services, in the amount of $275,000. The original agreement amount was intend to cover expenses of maintenance and repairs to City HVAC systems over the two-year term of the agreement, as well as, the optional one-year extension.

On July 22, 2020, the City and Industrial Commercial Refrigeration, Inc. executed the optional extension to the agreement extending the term through June 30, 2021.

On May 24, 2020, the HVAC unit located at the City Hall Annex, servicing the server room, failed causing a potentially harmful atmosphere for critical computer equipment that supports City-wide services. Due to the emergent nature of the situation, replacement of the HVAC unit work was authorized to avoid catastrophic computer-system failures due to overheating.

Staff recommends ratifying expenses for emergency purchase and installation of new heating, ventilation, and air conditioning system for server room located at City Hall Annex, from Industrial Commercial Refrigeration, Inc., of Lodi, in the amount of $57,750.

FISCAL IMPACT: Failure of the HVAC system servicing the server room would result in extensive damage to critical equipment. Maintaining computer operations are essential to public safety and Citywide operations especially during the COVID-19 pandemic.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Project was approved in current fiscal year budget:

PWFM-Bldg.CityHall.HVAC (10051000.72531): $57,750

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/RAY/tc
Attachment

INDUSTRIAL COMMERCIAL REFRIGERATION CO.
AMMONIA/FREON

LICENSE NO. 678547

INVOICE

Invoice Date	Invoice #
8/31/2020	23520

Bill To:

City of Lodi
P.O. Box 3006
Lodi, CA 95241

P.O. Number	Terms	Due Date
Donnie	10 Days Net	9/10/2020

Description	Amount
08.28.2020 Server Room - Install New HVAC System ICR disconnected and removed the existing HVAC equipment and ducting. ICR installed Samsung DVM-S HVAC system, new anti-static curtain for the cold aisle, added ducting from the evaporator coil into the cold aisle. Programmed the HVAC and checked operation. Operation checked ok.	
HVAC and Job Materials	37,182.45T
Labor	17,500.00
Sales Tax (8.25%)	$3,067.55

Total **$57,750.00**

1021 Black Diamond Way Lodi, CA 95240 www.icrrefrigeration.com	Phone #	Fax #
	(209) 333-1943	(209) 368-2273

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING EXPENSES FOR EMERGENCY PURCHASE AND INSTALLATION OF NEW HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM FOR THE SERVER ROOM LOCATED AT THE CITY HALL ANNEX, FROM INDUSTRIAL COMMERCIAL REFRIGERATION, INC., OF LODI

==========

WHEREAS, on June 6, 2018, Council authorized a Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning (HVAC) maintenance services, in the amount of $275,000; and

WHEREAS, on July 22, 2020, the City and Industrial Commercial Refrigeration, Inc. executed the optional extension to the agreement, extending the term through June 30, 2021; and

WHEREAS, on May 24, 2020, the HVAC unit servicing the server room located at the City Hall Annex failed, causing a potentially harmful atmosphere for critical computer equipment that supports Citywide services. Due to the emergency nature of the situation, replacement of the HVAC unit was authorized to avoid catastrophic computer system failures due to overheating; and

WHEREAS, staff recommends ratifying expenses for the emergency purchase and installation of a new HVAC system for the server room located at the City Hall Annex from Industrial Commercial Refrigeration, Inc., of Lodi, in the amount of $57,750.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the expenses for the emergency purchase and installation of a new HVAC system for the server room located at the City Hall Annex from Industrial Commercial Refrigeration, Inc., of Lodi, California, in the amount of $57,750; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Church Street Bike and Pedestrian Improvement Project to A.M. Stephens Construction Co., Inc., of Lodi ($1,220,878), and Authorizing City Manager to Execute Change Orders ($250,000)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Church Street Bike and Pedestrian Improvement Project to A.M. Stephens Construction Co., Inc., of Lodi, in the amount of $1,220,878, and authorizing City Manager to execute change orders in an amount not to exceed $250,000.

BACKGROUND INFORMATION: The project is located on Church Street, from Chestnut Street to Lockeford Street, and includes resurfacing the roadway, reducing the existing four travel lanes to two travel lanes, installing a two-way left-turn lane, installing Class II bike lanes, modifying the signal equipment to provide bike detection at intersections, and installing other pedestrian accessibility enhancements.

This project was originally approved for bidding on October 2, 2019. After receiving bids that far exceeded the funding available, Staff recommended Council reject all bids to allow Staff to modify the plans to reduce costs. The modifications eliminated project elements that do not impact the original project goals, such as using existing signal poles and simplifying traffic striping. The resulting cost savings is approximately $750,000.

Specifications for this project were approved on June 3, 2020. The City received the following three bids for this project on September 9, 2020:

Bidder	Location	Bid	Above/(Below) Estimate
Engineer's Estimate		$ 1,254,600.00	
A.M. Stephens Const.	Lodi	$ 1,220,878.40	$ (33,721.60)
FBD Vanguard Const.	Livermore	$ 1,221,438.00	$ (33,162.00)
DSS Co. (Knife River)	Stockton	$ 1,385,745.00	$ 131,145.00

FISCAL IMPACT: There will be a slight increase in traffic signal and striping maintenance costs and a minimal long-term cost-savings related to the pavement resurfacing and pedestrian improvements. This project does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE:	Measure K Grant (30399000.77020):	$ 1,396,779
	Measure K Local Match (30399000.77020:	$ 155,198
	Total:	$ 1,551,977

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc
Attachment

cc: Utility Superintendent
Engineering Technician II, John Pizzo

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION CO. INC., a California corporation, 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	The July 1992 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
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 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 rehabilitating approximately 175,000 square feet of asphalt concrete pavement with asphalt rubber chip seal and fiberized slurry seal, replacing 14,000 square feet of concrete sidewalk and driveway, modifying six (6) traffic signals, adding class II bike lanes, and other incidental and related work as described in the specifications for the above project.

For additional bid item descriptions refer to Section 6-07 "Description of Bid Items".

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization, Traffic Control and Temporary Facilities	1	LS	$44,810.00	$44,810.00
2	Sidewalk and Ramp Replacement	7,000	SF	$20.85	$145,950.00
3	Driveway and Alley Approach Replacement	7,100	SF	$23.74	$168,554.00
4	Truncated Domes	60	SF	$42.00	$2,520.00
5	Curb & Gutter Replacement	850	LF	$75.21	$63,928.50
6	Pavement Repair	3,000	SF	$17.09	$51,270.00
7	Rubberized Chip Seal	18,000	SY	$6.00	$108,000.00
8	Fiberized Slurry Seal, Type II	19,500	SY	$4.07	$79,365.00
9	Signal Modifications	1	LS	$471,120.00	$471,120.00
10	Signage	1	LS	$8,158.50	$8,158.50
11	Striping	1	LS	$61,644.00	$61,644.00
12	Tree Root Trimming / Barrier Installation (4' Sections)	110	EA	$141.44	$15,558.40

TOTAL $ $1,220,878.40

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, or as agreed-upon by the City and the Contractor in writing has executed the contract and to diligently prosecute to completion within **60 CALENDAR DAYS**. The calendar day count may pause or delay while equipment is being ordered. Additionally, the resurfacing and striping may be delayed should the weather necessitate.

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

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

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

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI, a municipal corporation

By:_____
STEPHEN SCHWABAUER
City Manager

Date:_____

Attest:

_____
JENNIFER CUSMIR
City Clerk

Approved As To Form:

_____
JANICE D. MAGDICH
City Attorney jdm

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE CHURCH STREET BIKE AND PEDESTRIAN IMPROVEMENT PROJECT TO A.M. STEPHENS CONSTRUCTION CO., INC., OF LODI; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 9, 2020, at 11:00 a.m., for the Church Street Bike and Pedestrian Improvement Project, described in the plans and specifications therefore approved by the City Council on June 3, 2020; and

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

Bidder	**Location**	**Bid**	**Above/(Below) Estimate**
Engineer's Estimate		$ 1,254,600.00	
A.M. Stephens Const.	Lodi	$ 1,220,878.40	$ (33,721.60)
FBD Vanguard Const.	Livermore	$ 1,221,438.00	$ (33,162.00)
DSS Co. (Knife River)	Stockton	$ 1,385,745.00	$ 131,145.00

WHEREAS, staff recommends awarding the contract for the Church Street Bike and Pedestrian Improvement Project to A.M. Stephens Construction Co., Inc., of Lodi, in the amount of $1,220,878; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed $250,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Church Street Bike and Pedestrian Improvement Project to A.M. Stephens Construction Co., Inc., of Lodi, California, in the amount of $1,220,878; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed $250,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-08**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Well 7 Electrical Improvements to Yupana Inc., of Concord ($89,795), and Authorizing City Manager to Execute Change Orders ($10,000)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Well 7 Electrical Improvements to Yupana Inc., of Concord, in the amount of $89,795, and authorizing City Manager to execute change orders in an amount not to exceed $10,000.

BACKGROUND INFORMATION: Built in 1978, the motor control center serving Well 7 is antiquated and is in need of replacement to comply with current industry standards. In 1994, additional electrical upgrades were performed. This project will complete the on-site electrical upgrades by adding a new motor control panel, replacing wire feeds to the pump, site lighting and site equipment/electrical controls, and other related work, all as shown on the plans and specifications for the above project. The new pump motor control panel will regulate voltage, provide better pump efficiency, and comply with current electrical standards. The well site location is shown on attached Exhibit A.

Plans and specifications for this project were approved on August 5, 2020. The City received the following six bids for this project on September 16, 2020:

Bidder	**Location**	**Bid**	**Above/(Below) Engineer's Estimate**
Engineer's Estimate		$90,000	
Yupana Inc.	Concord	$89,795.00	($205.00)
JB Electric and Constr., Inc.	Fairfield	$89,227.99	8,227.99
D.L. Payne, Inc.	Lodi	$99,233.00	9,233.00
Howk Systems	Modesto	$110,143.00	$20,143.00
Telstar Instruments	Concord	$123,416.00	33,416.00
Bockmon & Woody	Stockton	$138,722.00	$48,722.00

The requested change order authorization is to account for unforeseen contract costs and associated staff time to deliver the project.

Staff recommends awarding contract for Well 7 Electrical Improvements to Yupana Inc., of Concord, in the amount of $89,795, and authorizing City Manager to execute change orders in an amount not to exceed $10,000.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: The project will have a minimal impact on total maintenance costs but enhance the safety and reliability of the pumps served by the upgraded electrical system. This project does not impact the General Fund.

FUNDING AVAILABLE: Fiscal Year 2020/21 Budget:

Water Capital Fund (56199000.77020): $168,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tc
Attachments

cc: Andrew Richle, Utilities Superintendent
Travis Kahrs, Water Plant Superintendent
Muzaffer Mete Dalad, Yupana Inc.

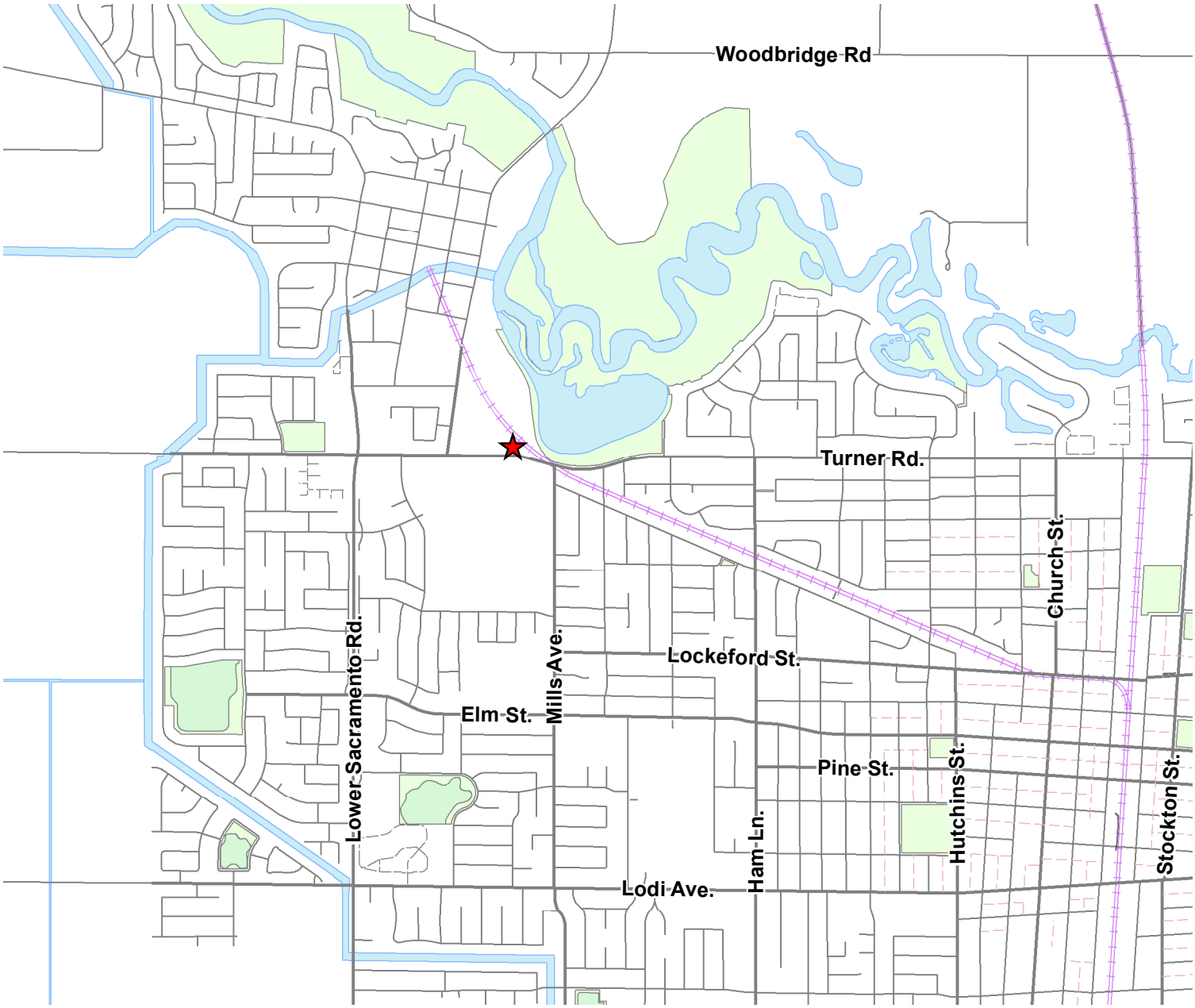
Exhibit A
Well Site Location

Legend

★ Well No. 7

N
W E
S

0.4 0.2 0 0.4
Miles



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and YUPANA, INC., a Delaware corporation, qualified to do business in California, 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	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:

Perform the work necessary to remove three panels for pump control, pump starter and telemetry, install a pull box, conduits and conductors to new cabinet location, install a concrete foundation and two new motor control cabinet sections, install new and salvaged components, rewire/connect all well system components, integrate new panel sections with site's main motor control center, and other incidental and related work, all as shown on these specifications for the above project.

See Section 6-07 "Description of Bid Items" and Drawing No. 020D006 for additional information.

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Price	Total
1	Electrical Improvements	1	LS	$ 89,795.00	$ 89,795.00

TOTAL BID: $89,795.00

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 after the City Manager has executed the contract, to **begin work within 15 calendar**

days of receiving the electrical cabinets and components and to finish work within 21 calendar days thereafter.

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

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

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.02 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:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI, a municipal corporation

By:_____
STEPHEN SCHWABAUER
City Manager

Date:_____

Attest:

_____
JENNIFER CUSMIR
City Clerk

Approved As To Form:

_____
JANICE D. MAGDICH
City Attorney jdm

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR WELL NO. 7 ELECTRICAL IMPROVEMENTS TO YUPANA, INC., OF CONCORD; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 16, 2020, at 11:00 a.m., for Well No. 7 Electrical Improvements, described in the plans and specifications therefore approved by the City Council on August 5, 2020; and

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

Bidder	**Location**	**Bid**	**Above/(Below) Engineer's Estimate**
Engineer's Estimate		$90,000.00	
Yupana, Inc.	Concord	$89,795.00	($205.00)
JB Electric and Constr., Inc.	Fairfield	$89,227.99	8,227.99
D.L. Payne, Inc.	Lodi	$99,233.00	9,233.00
Howk Systems	Modesto	$110,143.00	$20,143.00
Telstar Instruments	Concord	$123,416.00	33,416.00
Bockmon & Woody	Stockton	$138,722.00	$48,722.00

WHEREAS, staff recommends awarding the contract for Well No. 7 Electrical Improvements to Yupana, Inc., of Concord, in the amount of $89,795; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed $10,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Well No. 7 Electrical Improvements to Yupana, Inc., of Concord, California, in the amount of $89,795; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed $10,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-09**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for Designated Operator Duties, Maintenance, and Repairs of City Municipal Utilities Services Fuel Island ($25,000)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, in the amount of $25,000.

BACKGROUND INFORMATION: The fuel island, located at Municipal Utilities Services (MUS), is heavily used and is crucial to the operation of the City's fleet vehicles. Monthly maintenance of the fuel island ensures proper operation of the system and includes San Joaquin County Environmental Health Department routine underground storage tank (UST) program inspections.

On November 15, 2018, Council authorized a Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, in the amount of $45,000. The original term of the agreement was for a term of two years, and included one optional one-year extension.

Amendment No. 1, if approved, would extend the agreement through December 31, 2021 and add $25,000 to the agreement amount, for a total not-to-exceed amount of $70,000. The additional funding request is to account for an unforeseen California State Water Resources Control Board mandate, requiring installation spill buckets that retain a minimum of five gallons.

The spill buckets are specialized fuel dispensing equipment that are designed to capture fuel that may spill from a fuel truck during fuel delivery. The devises are required to be installed into the existing concrete, as shown on Exhibit A.

Staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, in the amount of $25,000.

FISCAL IMPACT: Routine monthly maintenance will reduce long-term repair costs and maintain regulatory compliance. Funding for this Internal Service Fund expense is from an internal fuel surcharge collected from City departments, resulting in some impact to the General Fund.

APPROVED: _____

Stephen Schwabauer, City Manager

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

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Randy Laney, Fleet Superintendent
CES/RL/tc
Attachments

Exhibit A

Underground Storage Tank Equipment
REQUIRED PRODUCTS
1
3
6

AMENDMENT NO. 1

BAGLEY ENTERPRISES, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO: 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BAGLEY ENTERPRISES, INC., a California corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on December 17, 2018 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and

2. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed $25,000, for a total not-to-exceed amount of $70,000, within the existing Scope of Services; and

3. WHEREAS, CITY requested to extend the term of the Agreement through December 31, 2021; and

4. WHEREAS, CONTRACTOR agrees to said amendments.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

hereinabove called "CITY"

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR, City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH, City Attorney

BAGLEY ENTERPRISES, INC., a California corporation
hereinabove called "CONTRACTOR"

_____
JOSEPH BAGLEY
General Manager

jdm

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December 17, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BAGLEY ENTERPRISES, INC., a California corporation (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 desginated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 **Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 **Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 **Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 **Term**

The term of this Agreement commences on November 1, 2018 and terminates upon the completion of the Scope of Services or on December 31, 2020, whichever occurs first.

Section 2.7 **Option to Extend Term of Agreement**

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

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

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

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

Section 3.6 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for **CONTRACTOR**

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

Section 4.7 Successors and Assigns

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

Section 4.8 **Notices**

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

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

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

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 **Contract Terms Prevail**

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

Section 4.18 Severability

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

Section 4.19 **Ownership of Documents**

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

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

By: _____

BAGLEY ENTERPRISES, INC.,
a California corporation

By: _____
Name: Joseph Bagley
Title: General Manager

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

Funding Source: **65055000.72450**
(Business Unit & Account No.)

Doc ID:R:\GROUP\ADMIN\Council\2018\11072018\Bagley\PSA.doc

CA:Rev.01.2015

Exhibit A

City of Lodi
Public Works Department
Cover Sheet

To: Joe Bagley
Company: Bagley Enterprises, Inc.
Phone: 209-367-4800
Fax: 209-367-5424

From: Randy Laney – Fleet Superintendent
Company: City of Lodi – Fleet Services
Phone: 209-333-6800 Ext. 2684
Fax: 209-365-6510

Date: September 05, 2018
Pages including this cover page: 5

Comments:

The City intends to execute a two year contract (with optional one year extension) for designated operator duties, maintenance and repair of the Municipal Service Center (MSC) Fuel Islands, including monthly inspections, maintaining all necessary documents, and including the annual employee training. The scope of services is attached on Exhibit A.

The attached bid form (Exhibit B) contains Labor Rate, Overtime Rate, Materials Mark Up, Truck Charge and Minimum Call Out information that must be completed if you are interested in submitting a bid. If successful, you will be required to provide insurance in accordance with the attached Exhibit C, obtain a City of Lodi Business License, and submit a W-9 Form per current IRS requirements. Please also note the following new requirements on Public Works contracts:

State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Proposals are Due to Fleet Services by 5:00 p.m. on Wednesday, September 19, 2018. You can fax the proposals to the above fax number, or send by email to laney@lodi.gov.

Randy Laney
Fleet Superintendent

Exhibit B

MEMORANDUM, ***City of Lodi, Public Works Department***

To: Prospective Bidder

From: Fleet Superintendent

Date: September 5, 2018

Subject: Designated operator duties, maintenance and repairs for MSC Fuel Island.

Please fill in the blanks below and include or update any additional costs in your quote **to obtain these 5 items below** as they will be required once the Successful Quote is awarded and before any work can begin. Proposals are due to Fleet Services by 5:00 p.m. on Wednesday, September 19, 2018:

Company Name: Bagley Enterprises, Inc. Date: 09/7/18

Address: 2370 Maggio Cir #4, Lodi, CA 95240

Contact Phone No.: 209-367-4800

Contractor's License No.: CA 774802 A B HAZ C-61 (D31,D34, D40)

Preventative Maintenance Monthly Fee: $265.00 per monthly inspection (includes USTDO & VR)

Labor Rate: $180.00 per hour prevailing wage on site // $85.00 per hour off site

Overtime Rate: $270.00 per hour prevailing wage // $127.50 per hour off site

Parts and materials plus 20 % markup

Truck charge: none

Call out minimum: one half hour (30 minutes) (hours)

Other: _____ (be specific)

1. **Insurance requirements per the attached exhibit.**
2. **Workers' compensation insurance coverage.**
3. **City of Lodi business license.**
4. **W-9 form per current IRS requirements.**

Company' Signature: Joseph Bagley

Print Name: Joseph Bagley

Title: General Manager

If you have any questions please contact me.

Randy Laney
Fleet Superintendent
209.333.6800 ext. 2684
209.365.6510 fax
rlaney@lodi.gov

RL/mn

Exhibit C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) 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.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) 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.

Signature: Janice D. Magdich
Janice D. Magdich (Sep 2, 2020 12:55 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BAGLEY ENTERPRISES, INC., OF LODI, FOR DESIGNATED OPERATOR DUTIES, MAINTENANCE, AND REPAIRS OF CITY MUNICIPAL UTILITIES SERVICES FUEL ISLAND

==========

WHEREAS, on November 15, 2018, Council authorized a Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, in the amount of $45,000; and

WHEREAS, additional funding is needed for an unforeseen California State Water Resources Control Board mandate, requiring installation spill buckets that retain a minimum of five gallons; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island, in an amount not to exceed $25,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Bagley Enterprises, Inc., of Lodi, California, for designated operator duties, maintenance, and repairs of City Municipal Utilities Services fuel island to include additional services required by an unforeseen California State Water Resources mandate, in an amount not to exceed $25,000, and extending the term of the agreement to December 31, 2021; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-10**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Municipal Services Center Security Fence Improvement Project; Adopt Resolution Authorizing City Manager to Execute Change Order No. 2 ($15,822), and Appropriating Funds ($6,947)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Municipal Services Center Security Fence Improvement Project; adopt resolution authorizing City Manager to execute Change Order No. 2, in the amount of $15,822, and appropriating funds in the amount of $6,947.

BACKGROUND INFORMATION: This project includes replacing roughly 330 feet of security fencing, a pedestrian gate, and an updated automated vehicular gate, at the Municipal Services Center (MSC), located at 1331 South Ham Lane.

The contract was awarded to Martin General Engineering, Inc., of Rancho Cordova, in the amount of $154,900, on March 04, 2020. At that meeting, Council authorized the City Manager to execute change orders in an amount not to exceed $15,100, for a total not-to-exceed contract price of $170,000. All work was completed in substantial conformance with the plans and specifications approved by City Council, and prior to the September 14, 2020 contract completion date. Photos showing the completed work are shown in Exhibit A.

Change Order No. 1 ($6,225.32) included additional concrete to comply with the Americans with Disabilities Act (ADA) path of travel requirements, for a revised contract price of $161,125.32.

Change Order No. 2 ($15,821.11) included the removal and replacement of the asphalt concrete pavement on both sides of the gate to accommodate the newly installed traffic loops. This work was approved by Staff to avoid substantial project delays.

By adding $15,821.11 to the revised contract price of $161,125.32, the final contract price becomes $176,946.43, exceeding the City Manager's change order authority and the original appropriation by $6,947.

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

Staff recommends authorizing City Manager to execute Change Order No. 2, in the amount of $15,822, and appropriating funds in the amount of $6,947.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: This project will minimize the ongoing maintenance costs to the chain link gate and will reduce the likelihood of equipment stored in the yard from being stolen.

FUNDING AVAILABLE: This project was funded by Transit Capital, Water Capital, Wastewater Capital, and Electric Utility Department funds.

Requested Appropriation:

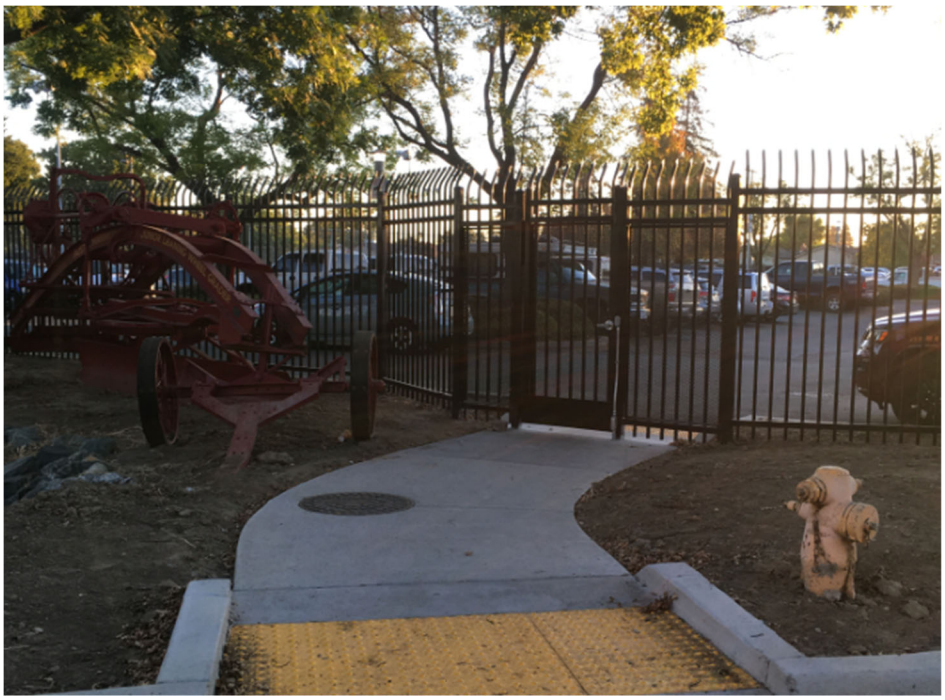
Water Capital (56199000.77020)	$ 3,474
Wastewater Capital (53199000.77020)	$ 3,473
TOTAL:	$ 6,947

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Alice Bernardino, Assistant Engineer
CES/AB/jb
Attachments

Exhibit A



SPEED
LIMIT
10
ALLOW GATE TO
FULLY OPEN
BEFORE ENTERING
STOP

Capital Improvement Program

Project Title:	Transit Facility Upgrades-Misc.	Munis Project Code:	PWTR-20003	#80
Section I	**Description**	**Project Length**	07/19 to 06/20	**Priority** High

Miscellaneous repairs and purchases to maintain transit facilities in a state of good repair. Install security fencing at MSC.

Justification/factor driving project

As the transit-funded facilities such as the Parking Structure and Transit Station continue to age, repairs and miscellaneous purchases are becoming more frequent and costly each year. This project will provide a funding source for those unexpected, but necessary repairs or replacements. The MSC security fence is to be funded by EU, Water and WW.

Additional Information

Transit capital fund - TDA expenditure.

Section II — Estimated Project Costs

Expenditure	Prior Years	FY 19/20 Estimate	FY 20/21 Budget	FY 21/22	FY 22/23	FY 23/24	Future Yrs (5 Yrs)	Total
Contracts	$ -	$ 130,225	$ 6,947					$ 137,172
Total Capital Costs	**$ -**	**$ 130,225**	**$ 6,947**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 137,172**

Section III — Funding Sources/Methods of Financing

Funding Source(s)	Prior Years	FY 19/20 Estimate	FY 20/21 Budget	FY 21/22	FY 22/23	FY 23/24	Future Yrs (5 Yrs)	Total
561 - Water Capital Outlay	$ -	$ 90,450	$ 3,474					$ 93,924
531 - Wastewater Capital Ou	$ -	$ 39,775	$ 3,473					$ 43,248
Total Project Financing	**$ -**	**$ 130,225**	**$ 6,947**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 137,172**

Section IV — Operating Budget Impact

Operating Cost or (savings)	FY 18/19 Estimate	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Yrs (5 Yrs)	Total
Personnel								$ -
Other Operating Costs								$ -
Total Operating Impact		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO THE MUNICIPAL SERVICES CENTER SECURITY FENCE IMPROVEMENT PROJECT CONTRACT; AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, this project includes replacing roughly 330 feet of security fencing, a pedestrian gate, and an updated automated vehicular gate at the Municipal Services Center (MSC), located at 1331 South Ham Lane; and

WHEREAS, the contract was awarded to Martin General Engineering, Inc., of Rancho Cordova, in the amount of $154,900, on March 4, 2020, and Council authorized the City Manager to execute change orders in an amount not to exceed $15,100, for a total not-to-exceed contract price of $170,000; and

WHEREAS, Change Order No. 1 ($6,225.32) included additional concrete to comply with the Americans with Disabilities Act (ADA) path of travel requirements, for a revised contract price of $161,125.32 and Change Order No. 2 ($15,821.11) included the removal and replacement of the asphalt concrete pavement on both sides of the gate to accommodate the newly-installed traffic loops; and

WHEREAS, by adding $15,821.11 to the revised contract price of $161,125.32, the final contract price becomes $176,946.43, exceeding the City Manager's change order authority and the original appropriation by $6,947; and

WHEREAS, staff recommends authorizing the City Manager to execute Change Order No. 2 to the Municipal Services Center Security Fence Improvement Project contract, in the amount of $15,822; and

WHEREAS, staff also recommends that the City Council appropriate funds in the amount of $3,474, from the fund balance of Water Capital (56199000.77020) and $3,473 from the fund balance of Wastewater (53199000.77020) for Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Change Order No. 2 to the Municipal Services Center Security Fence Improvement Project contract, in the amount of $15,822; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for the project, in the amount of $6,947, as set forth above; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Extend Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21 ($400,000)

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to extend Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21, in the amount of $400,000.

BACKGROUND INFORMATION: The San Joaquin Council of Governments (SJCOG) enters into three-year Measure K Cooperative Agreements with local agencies to provide funding to assist with the operating costs of their transit services. In 2017, Council authorized approval of the GrapeLine Operations Project for funding through a Measure K Renewal Cooperative Agreement for Fiscal Years 2017/18 through 2019/20. The Agreement provided $400,000 in Measure K revenue each year, in quarterly payments, for a three-year total of $1,200,000 for GrapeLine transit operations costs.

The City's current Measure K Cooperative Agreement expired on June 30, 2020. Normally, SJCOG would enter into new three-year agreements with the agencies in accordance with the 2019 Measure K Strategic Plan. However, COVID-19 impacts to Measure K sales tax revenue were not known and SJCOG staff determined that agreements could be extended for Fiscal Year 2020/21. SJCOG assures that there is sufficient Measure K revenue available to meet the transit agencies' needs.

On June 25, 2020, SJCOG Board of Directors approved an amendment to extend the Measure K Renewal Cooperative Agreement with the City of Lodi. The amendment requires City Council approval in order for the Transit Division to receive the Measure K revenue for Fiscal Year 2020/21.

Staff recommends authorizing City Manager to execute amendment to extend Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21, in the amount of $400,000.

FISCAL IMPACT: This action will allow the City to receive $400,000 in Measure K revenue to offset transit operating costs. Such revenue was budgeted in Fiscal Year 2020/21 for the transit program. There is no impact to the General Fund.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Georgia Graham, Transportation Manager
CES/GG/tc
Attachment

cc: Financial Services Manager
Ryan Niblock, SJCOG staff

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT #1 TO THE MEASURE K RENEWAL COOPERATIVE AGREEMENT (C-18-003) FOR THE CITY OF LODI GRAPELINE OPERATIONS PROJECT

This Amendment #1 to the Measure K Renewal Cooperative Agreement for the City Of Lodi Grapeline Operations Project is made as of this 1st day of July, 2020 by and between the City of Lodi ("Sponsor") and the San Joaquin Council of Governments acting as the Local Transportation Authority ("Authority").

RECITALS

A. On June 25, 2020 the SJCOG Board approved amending the terms of the City of Lodi Grapeline Operations Project Cooperative Agreement to extend the term to June 30, 2021, and increase the maximum not-to-exceed amount by $400,000 in Fiscal Year 2020/21.

B. The parties now wish to amend the original Agreement to reflect these changes.

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor for ***$1,600,000*** over a ***four-year*** period starting July 1, 2017 for the Project as estimated by the Sponsor in Exhibit "A"; and

WHEREAS, the Sponsor estimates the total Project budget is ***$7,673,600*** over a ***four-year*** period starting July 1, 2017 of which the Measure K Renewal portion is ***$1,600,000*** (**20.85%** of budget) during this time period as specified in Exhibit "A"; and

WHEREAS, the Sponsor has received $1,200,000 over the three year period 2017-2020; and

WHEREAS, the allocation of $400,000 for FY 2020-21 provides the complete LTIP authorization of $1,600,000; and

WHEREAS, Authority expects that the Sponsor will supplement Measure K Renewal funds with available revenues. The Use of Funds is for operating costs only and not approved for capital; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor over the course of the Project and such funds shall be released to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of ***$1,600,000;*** and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

1.5. Measure K Renewal Percentage Share Defined. For this Project, the estimated Measure K Renewal percentage share of eligible reimbursements shall not exceed the project total cost of ***$1,600,000*** or **20.85**%, whichever is the lower of the actual costs.

1.6. Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. The Co-operative agreement end date is **June 30, 2021**. Within 30 days of its adoption, Sponsor shall copy and forward to the Authority the resolution certifying that the Project has been accepted as complete.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment #1 on the day and year first written above.

CITY OF LODI

By:_____
STEPHEN SCHWABAUER
City Manager

ATTEST:

By:_____
JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

By:_____
JANICE D. MAGDICH
City Attorney jdm

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY

By:_____
SOL JOBRACK
Chair

By:_____
ANDREW T. CHESLEY
Executive Director

By:_____
STEVE DIAL
Deputy Executive Director/CFO

EXHIBIT A (As Amended)

City of Lodi
GrapeLine Fixed Route Service

1. Project Names, Locations: City of Lodi GrapeLine Fixed Route Service
   Lodi City Limits

2. Project Sponsor, Contact Person, Phone Number:

   City of Lodi
   Georgia Graham, Transportation Manager
   209-269-4885; ggraham@lodi.gov

3. Project Scope of Work:

   Measure K Renewal funds will be utilized for the City of Lodi GrapeLine Fixed Route services. These services are provided within Lodi City limits. GrapeLine Fixed Route service has five weekday, four weekend, and three Express Routes. Weekly Fixed Route service operates Monday to Friday from 6:30 AM to 7:30 PM; Express routes operate weekdays from 6:10am to 7:46am and from 2:18 to 3:26pm. Weekend hours are Saturday from 7:30 AM to 9:30 PM and Sunday from 8:30 AM to 4:30 PM.

   The City of Lodi GrapeLine services provide approximately 22,500 service hours annually. The project funds will cover the equivalent of approximately 4,950 revenue hours annually.

4. Expected Time of Delivery of Overall Project:

	Start Date	Completion Date
GrapeLine Operations	July 2017	June 2021

5. Estimated Project Cost (as applicable for each of the phases described above):

GrapeLine Operations	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
	$1,832,400	$1,887,300	$1,943,900	***$2,000,000***	***$7,663,600***

6. Measure K Renewal Percentage Share and Measure K Renewal Not to Exceed Amount:

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	
Percent of Operations	21.8%	21.2%	20.6%	20.0%	
Measure K Renewal Not to Exceed Amount	**$400,000**	**$400,000**	**$400,000**	***$400,000***	***$1,600,000***

7. Source(s) and Amount(s) of Matching Funds:

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Fares	$160,000	$162,000	$164,000	***$166,000***	***$652,000***
Federal	$739,000	$761,600	$784,500	***$808,035***	***$3,093,135***
Other	$533,400	$563,700	$595,400	***$625,965***	***$2,318,465***
Total	**$1,432,400**	**$1,487,300**	**$1,543,900**	***$1,600,000***	***$6,063,600***

8. Funding Summary

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Measure K	$400,000	$400,000	$400,000	***$400,000***	***$1,600,000***
Matching Funds	$1,432,400	$1,487,300	$1,543,900	***$1,600,000***	***$6,063,600***
Total	$1,832,400	$1,887,300	$1,943,900	***$2,000,000***	***$7,663,600***

Signature: Janice D. Magdich
Janice D. Magdich (Sep 16, 2020 11:43 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE MEASURE K RENEWAL COOPERATIVE AGREEMENT WITH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR GRAPELINE OPERATIONS REVENUE FOR FISCAL YEAR 2020/21

==========

WHEREAS, the San Joaquin Council of Governments (SJCOG) enters into three-year Measure K Cooperative Agreements with local agencies to provide funding to assist with the operating costs of their transit services; and

WHEREAS, in 2017, Council authorized approval of the GrapeLine Operations Project for funding through a Measure K Renewal Cooperative Agreement for Fiscal Years 2017/18 through 2019/20, providing $400,000 in Measure K revenue each year, in quarterly payments, for a three-year total of $1,200,000 for GrapeLine transit operations costs; and

WHEREAS, normally, SJCOG would enter into new three-year agreements with the agencies in accordance with the 2019 Measure K Strategic Plan; however, COVID-19 impacts to Measure K sales tax revenue were not known and SJCOG staff determined that agreements could be extended for Fiscal Year 2020/21; and

WHEREAS, on June 25, 2020, SJCOG Board of Directors approved an amendment to extend the Measure K Renewal Cooperative Agreement with the City of Lodi that requires City Council approval in order for the Transit Division to receive the Measure K revenue for Fiscal Year 2020/21; and

WHEREAS, staff recommends authorizing the City Manager to execute an amendment to extend the Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21, in the amount of $400,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an amendment to extend the Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for GrapeLine Operations Revenue for Fiscal Year 2020/21, in the amount of $400,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving final map and authorizing City Manager to execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941.

BACKGROUND INFORMATION: Gateway South Subdivision, Unit No. 1, is the first phase of a multi-phase residential development located west of Lower Sacramento Road and south of Century Boulevard, as shown on Exhibit A. Unit No. 1 consists of 49 single-family, residential lots and the project includes the installation of all interior subdivision public improvements and the expansion of an existing storm water basin.

The Developer, KDK Land Company (Developer), has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

Staff recommends approving final map and authorizing City Manager to execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941.

FISCAL IMPACT: There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the CFD.

FUNDING AVAILABLE: Not applicable.

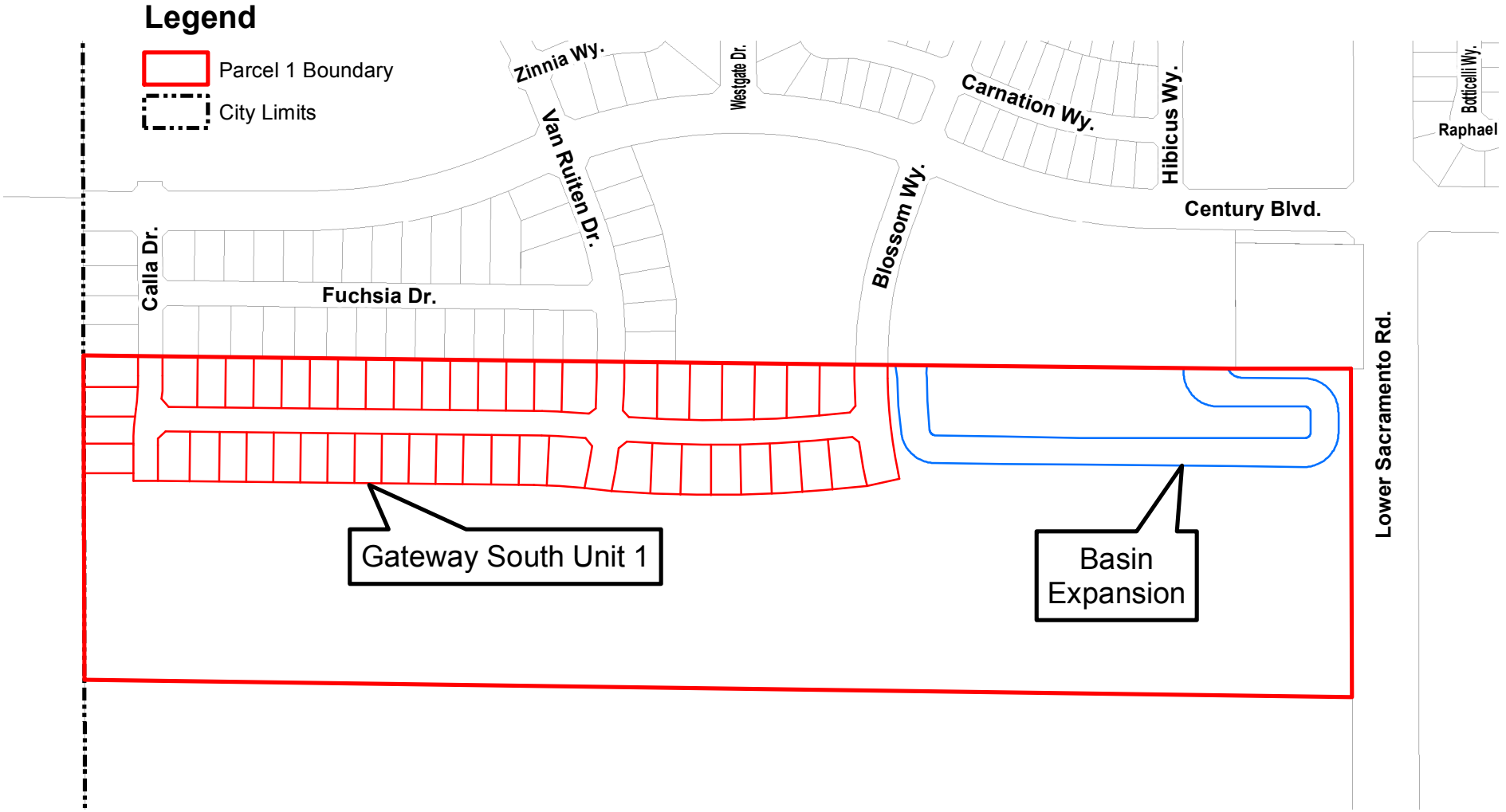
Charles E. Swimley, Jr.
Public Works Director

Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tc
Attachments

cc: City Attorney, Magdich
Deputy Public Works Director / City Engineer, Chang
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
KDK Land Company
MCR Engineering.

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A
Gateway South Unit 1 Subdivision
Vicinity Map



K:\WP\DEV_SERV\Developments\Lodi Southwest Gateway\Gateway South\UNIT 1\Improvement Agreement\Info\C_ExhibitA.mxd

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

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
GATEWAY SOUTH UNIT NO.1
TRACT NO. 3941

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", KDK LAND COMPANY, a California corporation, hereinafter referred to as "Developer", and DSS COMPANY, a California corporation, dba KNIFE RIVER CONSTRUCTION, hereinafter referred to as "Developer's Contractor."

RECITALS:

Developer is the developer of a portion of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as Parcel 1 (A.P.N.: 058-04-001) and more particularly described as Parcel One in Exhibit A and depicted in Exhibit B. Developer has presented to City for approval the final subdivision map, hereinafter called "Map", entitled "GATEWAY SOUTH, Unit 1". The Map was filed with the Public Works Director for presentation to the City Council for approval, and is hereby referred to and incorporated herein;

Developer has requested approval of the Map prior to the construction and completion of public improvements, including all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Gateway South, Unit 1 Subdivision, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution to approve the Map and accept the dedications therein offered on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of said resolution; and

Developer's Contractor is made a party to this Agreement solely to secure a portion of the Insurance referred to in Paragraph 15 below. Developer's Contractor has no other obligations under this Agreement.

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. <u>Performance of Work by Developer</u>

   Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D194, which is on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

A. Street light installation and connection to City system;

B. Natural gas line installation;

C. Telephone line installation;

D. Electrical system; and

E. Cable television system.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

A. Street seal coat;

B. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance;

C. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering twelve months' period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance.

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street improvements, storm drain, police, fire, parks and recreation, general City facilities, and art in public places are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of Certificate of Occupancy for each dwelling. In conformance with LMC Section 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide required inspection services.

7. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and put in place, all survey monuments as shown on the Maps and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

11. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	$ 1,923,000.00
Labor and Materials:	$ 1,923,000.00

13. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be

constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 of this Agreement.

B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer or Developer's Contractor shall not commence work under this Agreement until Developer or Developer's Contractor shall have obtained all insurance required under this paragraph, nor shall Developer or Developer's Contractor allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Worker's Compensation Insurance

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

failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

   $5,000,000 Each Occurrence
   $10,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $5,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

NOTE: Developer and Developer's Contractor agree and stipulate 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.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

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 Developer or Developer's Contractor; whichever is greater.

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

A. Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by City and shall be included with Developer's policies. An additional named insured endorsement is also required for Auto Liability.

B. Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer's or Developer's Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the Developer's liability.

D. Waiver of Subrogation

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

E. 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 Developer or Developer's Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

F. 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.

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, Developer and Developer's Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer and Developer's Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's or Developer's Contractor's insurance lapses or is discontinued for any reason, Developer or Developer's Contractor shall immediately notify the City and immediately obtain replacement insurance.

H. Failure to Comply

If Developer or Developer's Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer or Developer's Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum

allowable legal rate then in effect in California. The City shall notify Developer or Developer's Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Developer or Developer's Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer or Developer's Contractor fails or refuses to obtain or maintain insurance as required by this Agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Developer and Developer's Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

I. Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

16. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18. Landscape Maintenance

Developer shall perform regular maintenance on the landscape element, including plants and irrigation system, installed with the Project for a period of three (3) years after the final acceptance by City. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

19. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of $5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

23. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted by City.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

28. Notices.

All notices herein required shall be in writing, signed by the 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.

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

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

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

Tom Doucette
President
KDK Land Company
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

Notices required to be given to Developer's Contractor shall be addressed as follows:

DSS Company dba Knife River Construction
655 West Clay Street
Stockton, CA 95206-1722

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

_____

_____

_____

_____

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

29. Authority

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

[The balance of this page is intentionally left blank.]

30. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

KDK LAND COMPANY,
a California corporation

Dated: _____

By: _____
TOM DOUCETTE
President

(CORPORATE SEAL)

DSS COMPANY,
a California corporation,
dba KNIFE RIVER CONSTRUCTION

Dated: _____

By: _____
Name:
Title:

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

_____
JENNIFER CUSMIR
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
JANICE D. MAGDICH
City Attorney jdm

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE FINAL MAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPROVEMENT AGREEMENT FOR GATEWAY SOUTH SUBDIVISION, UNIT NO. 1, TRACT NO. 3941

==========

WHEREAS, Gateway South Subdivision, Unit No. 1, is the first phase of a multi-phase residential development located west of Lower Sacramento Road and south of Century Boulevard; and

WHEREAS, Unit No. 1 consists of 49 single-family residential lots and the project includes the installation of all interior subdivision public improvements and the expansion of an existing storm water basin; and

WHEREAS, the developer, KDK Land Company, has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the final map for Gateway South Subdivision, Unit No. 1, Tract No. 3941; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-13**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Addendum No. 2 to Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Addendum No. 2 to Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896.

BACKGROUND INFORMATION: Rose Gate II, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Avenue, as shown on Exhibit A. Unit No. 1 consists of 99 single-family, residential lots.

The developer, Rose Gate 2 - Lodi, LLC (Developer), executed an Improvement Agreement and Addendum No. 1 on October 22, 2019, to cover the responsibility of constructing the required public improvements to serve the subdivision. The public improvements include streets, underground utilities, storm water basin, and other temporary storm drain and wastewater facilities as shown on the improvement plan set D189, which is on file with Public Works Department.

Since then, Developer has successfully acquired the necessary easements to construct the master planned storm drain and wastewater facilities that connect the Rose Gate subdivision to Westgate Drive and Taylor Road. Developer is requesting to construct the master planned utilities in lieu of the temporary facilities as originally proposed prior to acquiring the necessary easements. Staff agreed that is a reasonable request and recommended to execute an addendum to the improvement agreement to cover the construction of the master planned utilities.

Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the addendum.

Portions of the cost to install certain offsite public improvements that benefit other properties may be eligible for reimbursement from others. It is Developer's responsibility to request reimbursement and submit the appropriate information, per Lodi Municipal Code Chapter §17.62.

Staff recommends authorizing City Manager to execute Addendum No. 2 to Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896.

FISCAL IMPACT: There will be an increase in long-term maintenance.

APPROVED: _____

Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director
CES/KTVK/tc
Attachments

cc: City Attorney Magdich
City Engineer / Deputy Public Works Director Chang
Senior Civil Engineer Nathan
Assistant Civil Engineer Kiriu
Senior Engineering Technician Wiman
Rose Gate 2 - Lodi, LLC
MCR Engineering

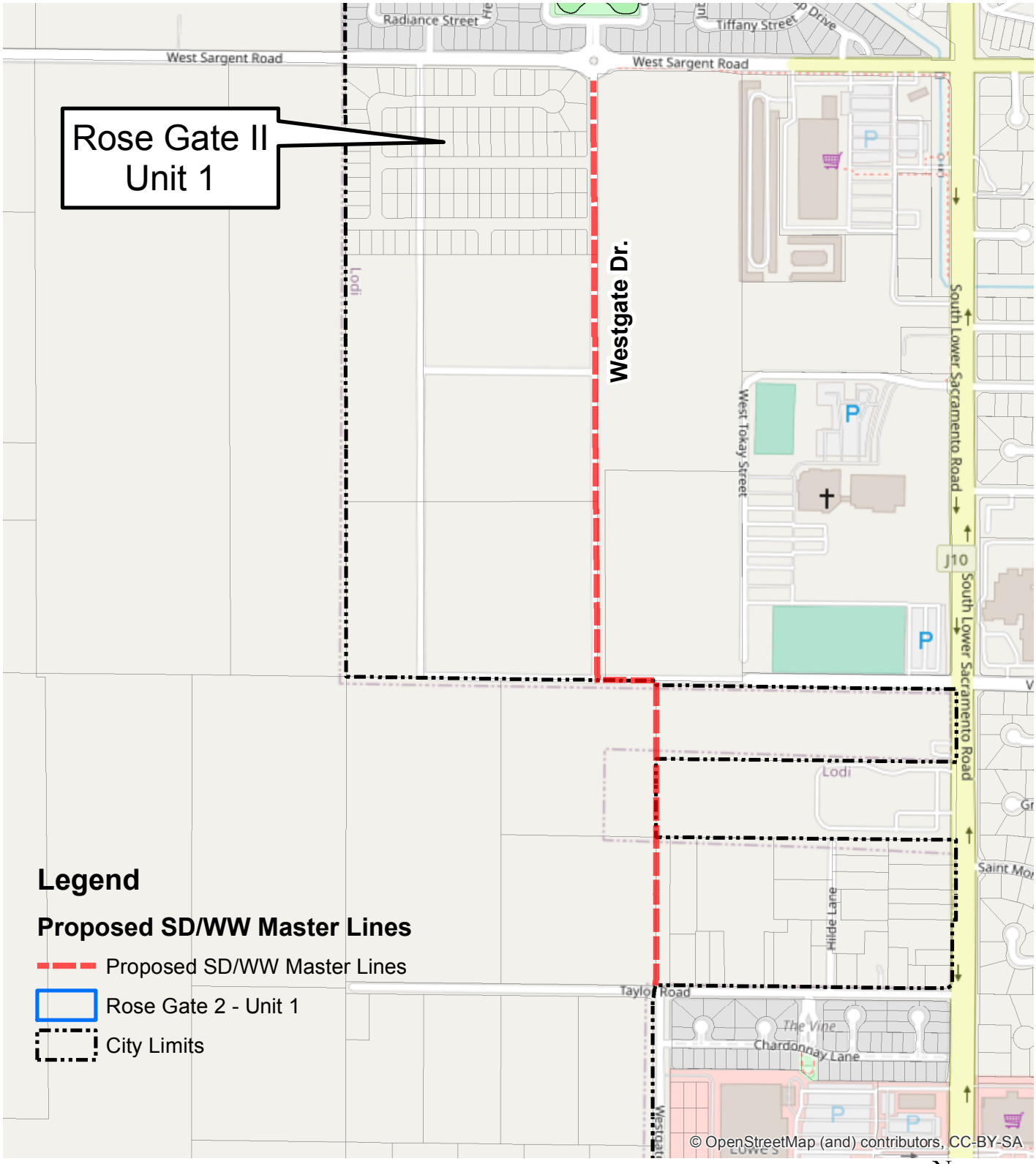


Exhibit A
Rose Gate II - Unit No. 1
Vicinity Map

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Miles

K:\WP\DEV_SERV\Developments\Lodi Westside\Rose Gate II Subdivision\Improvement Agreement\Unit 1\Addendum 02\C_Addend_ExhibitA.mxd

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

ADDENDUM NO. 2
TO THE
IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
ROSE GATE II UNIT NO. 1 SUBDIVISION
TRACT NO. 3896

THIS ADDENDUM is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", ROSE GATE 2 - LODI, LLC, a California limited liability company, hereinafter referred to as "Developer" and DSS COMPANY, a California corporation, dba KNIFE RIVER CONSTRUCTION, hereinafter referred to as "Developer's Contractor."

RECITALS:

Developer and City entered into the Improvement Agreement of Rose Gate II Unit No. 1 Subdivision Tract No. 3896 ("Agreement") dated October 22, 2019 and Addendum No. 1 to the Agreement dated October 22, 2019 (collectively attached hereto as Exhibit A and incorporated by this reference).

Developer is responsible for construction and completion of public improvements, including all streets, highways or public ways, public utilities and facilities, and temporary storm drain and wastewater facilities which are a part of, or appurtenant to, the Rose Gate II Unit No. 1 Subdivision, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee ("Public Improvements").

Developer is requesting to construct master plan storm water and wastewater facilities for the Project in lieu of construction the temporary facilities as indicated on the public improvement plan set D189.

NOW THEREFORE, for and in consideration of the future acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. This document is an addendum to and made a part of the Agreement and Addendum No. 1.

2. The terms of the Agreement and Addendum No. 1 remain unchanged except as modified by this Addendum.

3. Developer agrees to constructed the public improvements, in addition to the public improvements shown on plan set D189, the master plans storm drain and waster facilities as shown on the public improvement plan set 020D011 which is on file with the Public Works Department.

4. Developer agrees to acquire all necessary easements for construction of the said master plan storm drain and wastewater facilities.

5. Developer agrees to increase contract securities in the amount of $620,300.00 to cover

the additional work. The total securities amounts for the Project and the additional off-site improvements referenced herein to be as follows:

Faithful Performance:	$ 5,118,400
Labor Materials:	$ 5,118,400

6. Developer agrees to pay the City the incurred cost related to this addendum as shown on the attached Billing Schedule (Exhibit B).

7. Developer agrees to complete all the required public improvements by June 30, 2021.

8. This Addendum shall run with the land and be binding on the Owner, its heirs, successors and assigns.

9. A copy of this Addendum shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.

10. All notices herein required shall be in writing, signed by the 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.

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

    Charles E. Swimley, Jr.
    Public Works Director
    City of Lodi
    221 West Pine Street
    P. O. Box 3006
    Lodi, CA 95241-1910

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

    Thomas P. Doucette
    Managing Member
    Rose Gate 2 - Lodi, LLC
    10100 Trinity Parkway Suite 402
    Stockton, CA 95219

    Notices required to be given to Developer's Contractor shall be addressed as follows:

    DSS Company dba Knife River Construction
    655 West Clay Street
    Stockton, CA 95206-1722

11. <u>Authority</u>

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

12. Execution

In Witness Whereof, Developer, Developer's Contractor, City have caused their names and corporate seals to be hereunto affixed.

ROSE GATE 2 – LODI, LLC,
a California limited liability company

Dated: _____

By: _____
THOMAS P. DOUCETTE
Managing Member

(CORPORATE SEAL)

DSS COMPANY,
a California corporation,
dba KNIFE RIVER CONSTRUCTION

Dated: _____

By: _____
Name:
Title:

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

_____
JENNIFER CUSMIR
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
JANICE D. MAGDICH
City Attorney

jdm

Exhibit A

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

Doc #: 2019-136017
11/22/2019 08:20:57 AM
Page: 1 of 23 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

RECEIVED
DEC 05 2019
CITY CLERK

ADDENDUM NO. 1
TO THE
IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
ROSE GATE II UNIT NO. 1 SUBDIVISION
TRACT NO. 3896

THIS ADDENDUM is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", Rose Gate 2 - Lodi, LLC, a California limited liability company, hereinafter referred to as "Developer" and DSS COMPANY, a California corporation, dba KNIFE RIVER CONSTRUCTION, hereinafter referred to as "Developer's Contractor".

RECITALS:

Developer and City entered into the Improvement Agreement of Rose Gate II Unit No. 1 Subdivision Tract No. 3896 ("Agreement") dated 10/22/19 (attached hereto as Exhibit A and incorporated by this reference).

Developer is the developer of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as parcels 1 and 2 (A.P.N.: 058-65-023 AND 058-65-024) and more particularly described in Exhibit A and depicted in Exhibit B to the Agreement.

Developer is responsible for construction and completion of public improvements, including all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Rose Gate II Unit No. 1 Subdivision, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee ("Public Improvements").

Developer has contracted with Developer's Contractor to construct the Public Improvements required under the Agreement.

Developer's Contractor is made a party to this Addendum solely to secure the Faithful Performance Bond and the Labor and Materials Bond referred to in Paragraph 14 of the Agreement and to secure the insurance referred to in Paragraph 17 of the Agreement. Developer's Contractor has no other obligations under this Addendum or the Agreement.

NOW THEREFORE, for and in consideration of the future acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. This document is an addendum to and made a part of the Agreement.

2. The terms of the Agreement remain unchanged except as modified by this Addendum.

3. Developer's Contractor agrees to maintain the securities and insurance requirements as stated in the Agreement.

4. This Addendum shall run with the land and be binding on the Owner, its heirs, successors and assigns.

5. A copy of this Addendum shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.

6. All notices herein required shall be in writing, signed by the 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.

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

   Charles E. Swimley, Jr.
   Public Works Director
   City of Lodi
   221 West Pine Street
   P. O. Box 3006
   Lodi, CA 95241-1910

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

   Thomas P. Doucette
   Managing Member
   Orchard Lane-Lodi, LLC
   10100 Trinity Parkway Suite 402
   Stockton, CA 95219

   Notices required to be given to Developer's Contractor shall be addressed as follows:

   DSS Company dba Knife River Construction
   655 West Clay Street
   Stockton, CA 95206-1722

7. Authority

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

[The balance of this page is intentionally left blank.]

8. Execution

In Witness Whereof, Developer, Developer's Contractor, City have caused their names and corporate seals to be hereunto affixed.

Orchard Lane-Lodi, LLC,
a California limited liability company

Dated: 10/8/19

By: Thomas P Doucette
THOMAS P. DOUCETTE
Managing Member

(CORPORATE SEAL)

DSS COMPANY,
a California corporation,
dba KNIFE RIVER CONSTRUCTION

Dated: 10.8.19

By:
Name: STEVE ESSOYAN
Title: PRESIDENT

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: 10.22.19

By:
STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On October 22, 2019 before me, Linda Tremble, Notary Public
(insert name and title of the officer)

personally appeared Stephen Schwabauer,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda Tremble (Seal)

TCB2 LINDA TREMBLE TCB2
COMM. #2217075
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires OCT 7, 2021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On October 8, 2019 before me, Cindy Freitas, Notary Public
(insert name and title of the officer)

personally appeared Thomas P. Doucette,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CINDY FREITAS
Notary Public - California
San Joaquin County
Commission # 2272650
My Comm. Expires Jan 17, 2023

Signature Cindy Freitas (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On October 8, 2019 before me, Cindy Freitas, Notary Public
(insert name and title of the officer)

personally appeared Steve Essoyan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CINDY FREITAS
Notary Public - California
San Joaquin County
Commission # 2272650
My Comm. Expires Jan 17, 2023

Signature Cindy Freitas (Seal)

EXHIBIT A

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

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
ROSE GATE II UNIT NO. 1 SUBDIVISION
TRACT NO. 3896

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and ROSE GATE 2 - LODI, LLC, a California limited liability company, hereinafter referred to as "Developer".

RECITALS:

Developer is the developer of that certain real properties situated in the City of Lodi, County of San Joaquin, commonly known as Parcels 1 and 2 (A.P.N.s: 027-400-200 and 027-400-230, formerly portions of A.P.N.s 027-040-01 and 027-040-02) and more particularly described in Exhibit A and depicted in Exhibit B. Developer will present to City for approval the final subdivision Map based on the Tentative Map approved by the Lodi Planning Commission on December 14, 2016, pursuant to Planning Commission Resolution No. 16-28, entitled "Rose Gate II". Developer will present a final subdivision Map titled "Rose Gate II Unit No. 1" for a portion of the Rose Gate II subdivision, hereinafter called "Map." The Map will be filed with the Public Works Director for presentation to the City Council for approval at a later date and is therefore not attached;

Developer has requested approval of the improvement plans (Plan Set D189) prior to the final approval of the Map. The public improvement plans (Plan Set D189) include all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Rose Gate II Unit No. 1 Subdivision, hereinafter called "Project," all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or designee;

City Council will adopt a resolution to approve the Map and accept the dedications therein offered at a later date on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of said resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

   Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D189, which is on file in the Public Works Department.

   The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

A. Street light installation and connection to City system. Developer may experience delays in the delivery of the required decorative street light standards. The street light standards should be ordered early in the project schedule to avoid delay in acceptance of the public improvements by the City;

B. Natural gas line installation;

C. Telephone line installation;

D. Electrical system; and

E. Cable television system.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final Map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

A. Street seal coat;

B. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance; and

C. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering twelve months period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street improvements, storm drain, police, fire, parks and recreation, general City facilities, and art in public places are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of Certificate of Occupancy for each dwelling. In conformance with LMC Section 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Stormwater Basins

Developer has initiated construction on Basin F-2 to provide the required storage volume for the Project and the temporary basin operations for the Rose Gate I Subdivision. Until completed in accordance with the City's Storm Drain Master Plan and accepted by Council, Basin F-2 shall be privately owned and maintained. The basin shall be secured using chain link fencing material that complies with City Standards. Basin maintenance shall be performed by Developer in accordance with the Temporary (Private) Wastewater and Storm Drainage Facility Access and Maintenance Agreement, recorded with the San Joaquin County Recorder on October 3, 2014 as Document No. 2014-099238 ("Temporary Maintenance Agreement") until such time the that the full basin improvements are completed, including permanent pump station, basin landscaping, and SCADA integration, and accepted by City Council resolution.

7. Temporary Wastewater Pump Station

Developer has constructed a temporary wastewater pumping station to temporarily serve the Project and the Rose Gate I Subdivision until such time the development connects to the Westgate wastewater trunk line at Taylor Road.

Pump station maintenance and operations shall be performed by Developer in accordance with the Temporary Maintenance Agreement until such time the Project and Rose Gate I Subdivision connect to the Westgate wastewater trunk line at Taylor Road.

8. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder; Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

9. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

10. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and in place all survey monuments as shown on the Map and provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

11. Permits, Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices and pay all fees and taxes required by law.

12. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

13. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

14. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	$ 4,498,100.00
Labor and Materials:	$ 4,498,100.00

15. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 19 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

16. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 17 of this Agreement.

B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

17. Developer's Insurance

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Worker's Compensation Insurance

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

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

   $5,000,000 Each Occurrence
   $10,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $5,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

NOTE: Developer 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.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

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 Developer; whichever is greater.

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

A. Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by City and shall be included with Developer's policies. An additional named insured endorsement is also required for Auto Liability.

B. Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer'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.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the Developer's liability.

D. Waiver of Subrogation

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

E. 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 Developer 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.

F. 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.

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, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this

Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance.

H. Failure to Comply

If Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer 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 Developer 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. Developer shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer 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, Developer 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.

18. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

19. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

20. Landscape Maintenance

Developer shall perform regular maintenance on the landscape elements, including plants and irrigation system, installed with the Project for a period of two (2) years after the final acceptance by City. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

21. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of $5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

22. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

23. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

24. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

25. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted by City.

26. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

27. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

28. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

29. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

30. Notices

All notices herein required shall be in writing, signed by the 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.

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

Charles E. Swimley, Jr
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

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

Tom Doucette, President
Rose Gate 2 - Lodi, LLC
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

Notices required to be given to Developer's agent shall be addressed as follows:

_____

_____

_____

_____

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

_____

_____

_____

_____

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

31. Authority

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

[The balance of this page is intentionally left blank.]

32. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

ROSE GATE 2 - LODI, LLC,
a California limited liability company

Dated: 10/8/19

By: Tom Doucette
TOM DOUCETTE
President

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: 10.22.19

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

Jennifer M. Ferraiolo
JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On October 22, 2019 before me, Linda Tremble, Notary Public
(insert name and title of the officer)

personally appeared D. Stephen Schwabauer,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda Tremble (Seal)

TCB2 LINDA TREMBLE TCB2
COMM. #2217075
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires OCT 7, 2021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On October 8, 2019 before me, Cindy Freitas, Notary Public
(insert name and title of the officer)

personally appeared Tom Doucette,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CINDY FREITAS
Notary Public - California
San Joaquin County
Commission # 2272650
My Comm. Expires Jan 17, 2023

Signature Cindy Freitas (Seal)

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 027-400-200 and 027-400-230

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Parcel 1, as shown on the parcel map, filed for record June 14, 2019 in Book 26 of Parcel Maps, Page 140, San Joaquin County Records.

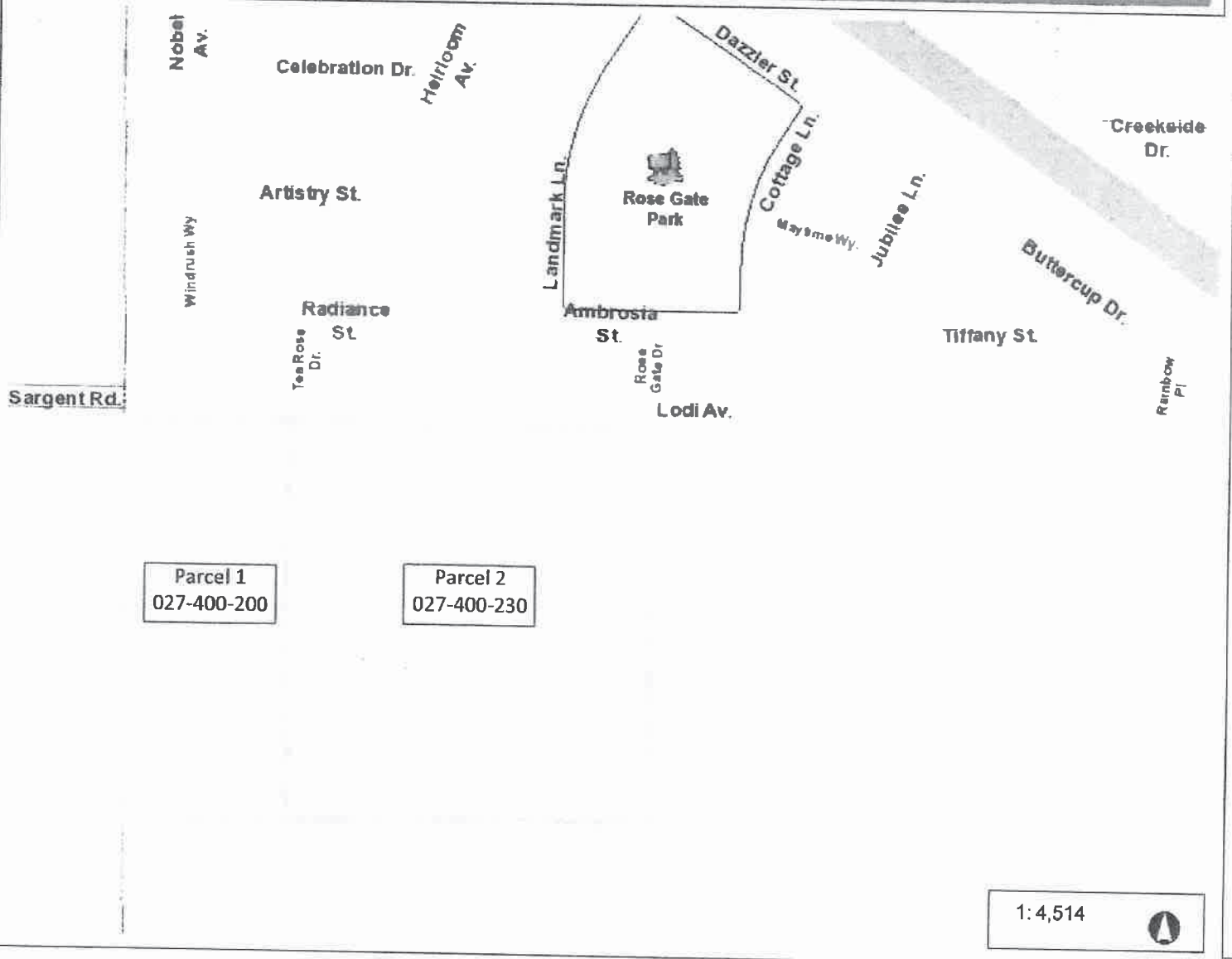
APN: 027-400-200

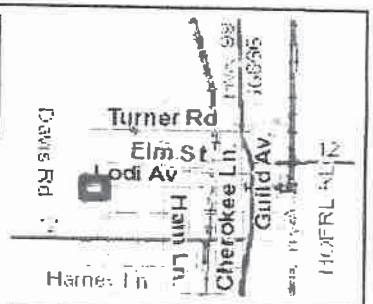
Parcel 2:

Parcel 1, as shown on the parcel map, filed for record June 14, 2019 in Book 26 of Parcel Maps, Page 141, San Joaquin County Records.

APN: 027-400-230

Exhibit B





Legend

- Landmarks
  - ARCH
  - CITYBUILDINGS
  - CITYHALL
  - COURT
  - DOGPARK
  - FIRESTATIONS
  - HIGH SCHOOLS
  - HOSPITALS
  - LIBRARY
  - LND-MRKS
  - PARKS
  - POLICE
  - POST OFFICE
  - SCHOOLS
  - SKATEPARK
  - SOFTBALL
  - STADIUM
  - THEATRE
  - TRAIN
- Railroads
- Waterbodies
- Canal
- Street Names
- Parks
- Schools
- Parcels 2nd Story
  - Inner Parcels
  - 2nd Story Parcels

1:4,514

752 0 376 752 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Rose Gate II Unit No. 1
APN: 027-400-200 and 027-400-230

BILLING SCHEDULE

EXHIBIT C

Development Rose Gate II Unit No. 1
Developer: Rose Gate 2 - Lodi, LLC
Engineer: MCR Engineering
Date: 9/18/19

Gross Acreage: 20 04
No. of Units: 99

Construction Cost (Bid Price): $ 4,498,100.00

					DEVELOPER COST	CREDITS
ENGINEERING						
Plan Check Fee	(5 0% of	$100,000)	ENGFEE		$ 5,000 00	
	(3 5% of	$200,000)	ENGFEE		7,000.00	
	(2 5% of	$4,198,100)	ENGFEE		104,952.50	
Inspection Fee	(4 0% of	$250,000)	ENGINS		10,000.00	
	(3.5% of	$750,000)	ENGINS		26,250.00	
	(3 0% of	$3,498,100)	ENGINS		104,943 00	
Plan Check Fee Paid			ENGFEE			$ 97,706 00
Improvement Agreement			ENGFEE		$2,265 00	$
ENGINEERING SUBTOTAL					$ 260,410.50	$ 97,706 00
STREET SYSTEM						
Fees:						
Storm Water Inspection Fees (Charge for 1 year inspection)	PW03	1	LS @ $	2,096.00	$2,096.00	
Charges for work by City Forces:						
Seal Coat	NC07	163,426	SF @ $	0 05	$8,171.30	
STREET SYSTEM SUBTOTAL					$10,267.30	$0.00
SEWER SYSTEM						
Charges for Work by City Forces:						
TV Inspection for Pipe Installation	PW03	3 297	LF @ $	1 50	4,945.50	
TV Inspection for Project Acceptance	PW03	3 297	LF @ $	1 50	4,945 50	
SEWER SYSTEM SUBTOTAL					$9,891 00	$0 00
WATER SYSTEM						
Charges for work by City Forces:	PW02					
1½" Meter only (Non-Potable Water / Irrigation)		1	EA @ $	780 00	780 00	
WATER SYSTEM SUBTOTAL					$780.00	$0.00
STORM DRAIN SYSTEM						
Charges for Work by City Forces:						
TV Inspection for Pipe Installation	PW03	5,061	LF @ $	1.50	7,591.50	
TV Inspection for Project Acceptance	PW03	5,061	LF @ $	1 50	7,591.50	
STORM DRAIN SYSTEM SUBTOTAL					$15,183 00	$0 00
ELECTRICAL SYSTEM						
To be billed separately by Electric Utility Department						
TOTAL AMOUNT OF BILLING SCHEDULE					$298,531 80	$97,706 00
ADDITIONAL FEES						
Reimbursement Agreement 2008-01 Public improvements constructed with the Vintner's Square shopping center 6.20 Acres (portion of old APN 027-400-01) @ $687 06/Acre					$4,259 77	
Reimbursement Agreement 2016-01 Lodi Avenue frontage improvements for Rose Gate development 6 20 Acres (portion of old APN 027-400-01) @ $7,697 19/Acre					$47,722.58	
200-Year Flood Plan Certification Fee	27080000.55020	99	LOTS @ $	188	$18,612 00	
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL					$269,420 15	

BILLING SCHEDULE **EXHIBIT B**

Development: Rose Gate II Unit No. 1 Addendum 02 - Off-site Sewer & Storm
Developer: Rose Gate 2 - Lodi, LLC
Engineer: MCR Engineering
Date: 9/4/20

Gross Acreage: N/A
No. of Units: N/A
Construction cost $620,300.00

					DEVELOPER COST	CREDITS
ENGINEERING						
Plan Check Fee	(5.0% of	$100,000)	ENGFEE		$ 5,000.00	
	(3.5% of	$200,000)	ENGFEE		7,000.00	
	(2.5% of	$320,300)	ENGFEE		8,007.50	
Inspection Fee	(4.0% of	$250,000)	ENGINS		10,000.00	
	(3.5% of	$370,300)	ENGINS		12,960.50	
Plan Check Fee Paid			ENGFEE			$ 16,873.00
Improvement Agreement Addenda			ENGFEE		$856.00	$ 856.00
ENGINEERING SUBTOTAL					$ 43,824.00	$ 17,729.00
STREET SYSTEM						
Fees:						
Storm Water Inspection Fees (Charge for 1 year inspection)	PW03	1	LS @ $	2,145.00	$2,145.00	
Charges for work by City Forces:						
Seal Coat	NC07	400	SF @ $	0.12	$48.00	
STREET SYSTEM SUBTOTAL					$2,193.00	$0.00
SEWER SYSTEM						
Fees:						
Charges for Work by City Forces:	PW03					
TV Inspection for Pipe Installation		1,673	LF @ $	1.50	2,509.50	
TV Inspection for Project Acceptance		1,673	LF @ $	1.50	2,509.50	
SEWER SYSTEM SUBTOTAL					$5,019.00	$0.00
WATER SYSTEM						
Fees:						
Charges for work by City Forces:	PW02					
WATER SYSTEM SUBTOTAL					$0.00	$0.00
STORM DRAIN SYSTEM						
Fees:						
Charges for Work by City Forces:						
TV Inspection for Pipe Installation	PW03	1,962	LF @ $	1.50	2,943.00	
TV Inspection for Project Acceptance	PW03	1,962	LF @ $	1.50	2,943.00	
STORM DRAIN SYSTEM SUBTOTAL					$5,886.00	$0.00
ELECTRICAL SYSTEM						
To be billed separately by Electric Utility Department						
TOTAL AMOUNT OF BILLING SCHEDULE					$56,922.00	$17,729.00
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL					$39,193.00	

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM NO. 2 TO THE IMPROVEMENT AGREEMENT FOR ROSE GATE II, UNIT NO. 1, TRACT NO. 3896

==========

WHEREAS, Rose Gate II, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Avenue and consists of 99 single-family residential lots; and

WHEREAS, the developer, Rose Gate 2 - Lodi, LLC (Developer), executed an Improvement Agreement and Addendum No. 1 on October 22, 2019, to cover the responsibility of constructing the required public improvements to serve the subdivision; and

WHEREAS, since then, Developer has successfully acquired the necessary easements to construct the master planned storm drain and wastewater facilities that connect the Rose Gate subdivision to Westgate Drive and Taylor Road; and

WHEREAS, Developer is requesting to construct the master planned utilities in lieu of the temporary facilities as originally proposed prior to acquiring the necessary easements; and

WHEREAS, staff recommends authorizing the City Manager to execute Addendum No. 2 to the Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Addendum No. 2 to the Improvement Agreement for Rose Gate II, Unit No. 1, Tract No. 3896; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-14

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment 1 to Professional Services Agreement with Delta Wireless of Stockton ($5,654)

MEETING DATE: October 7, 2020

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment 1 to Professional Service Agreement with Delta Wireless of Stockton for a monthly fee of $5,654.

BACKGROUND INFORMATION: The City historically purchases a service contract that provides routine and emergency support for its core radio equipment in the Police, Electric Utility and Fire departments. There is no in-house expertise of the kind necessary to support this equipment. Delta Wireless of Stockton has been the City's support provider for the last 11 years. Staff has been sufficiently pleased with the quality and level of support provided by Delta Wireless during this time. The most recent contract with Delta Wireless expired on July 31, 2017.

Motorola is the manufacturer of the City's radio equipment, used by public safety staff to communicate during calls of service and City emergencies. Motorola has informed staff that Delta Wireless is the vendor assigned to our service area. It is in the best interest of the City to continue contracting with Delta Wireless for this service due to Delta Wireless' preferred relationship with Motorola in our region.

The City is in the final stage of deploying a new modern radio system replacing the current system that is end of life as described by the manufacturer, Motorola. The support contract for the current system expired June 30, 2020. The City Manager entered into a three month Professional Service Agreement starting August 1, 2020 expiring October 31, 2020, covering maintenance and support of the existing radio system. Amendment 1 is to extend the professional service agreement, starting July 1, 2020 and terminating upon completion of installation and deployment of the new radio replacement system for a monthly fee of $5,654. Full deployment and cutover of the replacement system is scheduled to complete October 31, 2020.

Staff recommends approving Amendment 1 of Professional Service Agreement with Delta Wireless, for maintenance and support of the City's existing radio system, up until which time the City completes deployment of new radio system, for a monthly fee of $5,654.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: Fiscal Year 2020/21 expenses are included in the adopted budget.
FUNDING AVAILABLE: Budget authority in the Fiscal Year 2020/21 budget is as follows:

Fund		**Amount**
Fire	1004100.72450	$2827.00
Police	10031004.72450	$2827.60
Monthly Total		$5,654.00

_____
Andrew Keys, Deputy City Manager

AMENDMENT NO. 1

DELTA WIRELESS
Professional Services Agreement

THIS AMENDMENT NO. 1 TO AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DELTA WIRELESS. (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement ("Agreement") on August 1, 2020, as set forth in Exhibit 1 and attached hereto;

2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2; and

3. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement and fees as set forth in Exhibit 2. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

DELTA WIRELESS INC.

_____
NAME: DAVID NAASZ
Title: President,

Attest:

_____
JENNIFER CUSMIR
City Clerk

Approved as to Form:

_____
JANICE
Deputy City Attorney jdm

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 1, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Delta Wireless Inc., (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for providing maintenance and support for the existing Motorola radio system until the activation of the new Motorola radio system is put into production (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 August 1 , 2020 and terminates upon the completion of the Scope of Services or on October 31, 2020, 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: Benjamin Buecher

To CONTRACTOR: Delta Wireless Inc.,
1700 W. Fremont Street
Stockton, CA 95203
95203

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR Is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 **Authority**

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

Section 4.21 **Federal Transit Funding Conditions**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

~~JENNIFER M. FERRAIOLO~~ Jennifer Cusmir
City Clerk

STEPHEN SCHWABAUER
City Manager

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

By: _____

Delta Wireless Inc.,

By: _____
Name: David Naasz
Title: President

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

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

Doc ID:

CA:Rev.01.2015

EXHIBIT A

1700 W. Fremont Street
Stockton, Ca. 95203

City of Lodi PD

SOW: Maintenance and support for the existing Motorola radio system. Service is 7X24, with a two-hour response time. This contract will continue until the new system is activated and the existing equipment is removed. The new equipment will be under warranty with Motorola for one year of installation.

EXHIBIT B

DELTA

WIRELESS, INC

1700 W. Fremont St.
Stockton Ca; 95203
(209) 948-9611 fax (209) 948-0103

Service Agreement

Customer:	Lodi, city of			Service Agreement No:	S0801191
Attention:	Benjamin Buecher			Agreement Date:	7/27/2020
Address:	P.O. Box 3006			Date Maintenance Begins:	8/1/2020
City:	Lodi	State: CA	Zip: 95241	Date Maintenance Ends:	10/31/2020
Phone:	209-333-6761	Fax:		Payment Period:	Monthly
E-Mail:	bbuecher@lodi.gov			Customer PO#:	
				Negotiated by:	Debra Thompson

Monthly Fees

Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
		See Attached (Ex. A)	Scope of Work		$5,654.00

TOTAL: See attached

When this agreement is accepted by Delta Wireless Inc., the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the Terms and Conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmission line, antenna, tower, or tower lighting unless such work is described below.

Special Instructions

Service includes 7X24, with a 2 hour response time. The equipment included on the Service Contract are necessary for the proper operation of the systems.
Pending the completion of the new equipment project the contract will be adjusted removing old equipment.

Customer Name:	Delta Wireless, Inc.
Authorized Signature or PO#:	Authorized Signature:

1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax
Deltawireless.com

This SUBSCRIBER AND INFRASTRUCTURE MAINTENANCE AGREEMENT is subject to these terms and conditions:

(1) Definitions. For brevity and uniformity all references to Delta Wireless, Inc. in this agreement will be construed to mean Delta Wireless, Inc. All references to Customer shall be construed as meaning and apply to the equipment to be maintained by the terms of this agreement.

(2) Work. Delta Wireless, Inc. agrees to provide maintenance for the Customer of the equipment described on the attached equipment list of the agreement beginning and ending on the dates indicated if the Customer makes the payments herein specified. Mobile units will be removed and reinstalled in different vehicles at T&M rates. Maintenance does not include antenna systems, combining or batteries for subscribers or infrastructure contracts. Maintenance includes the labor and parts required to repair equipment which has become defective through normal wear and usage. This agreement does not include repair of any transmission lines, antennas, tower or tower lighting damage, or batteries unless such work is described on the reverse side of this agreement, such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call.

MAINTENANCE OPTIONS

(3) Delta's standard subscriber maintenance supporting equipment that is "out of manufactures warranty". Delta's Maintenance includes; labor and parts required to restore the equipment to manufacturers specifications, service desk access, triage, asset management, and an annual preventive maintenance certification.

(3a) Delta's subscriber Warranty Plus Program covers equipment under manufactures warranty, which covers defects, but does not provide for on-site services and system management. Delta's" Warranty Plus" program includes: service desk access, triage, shipping, radio "retest" for operational quality assurance, asset management, and an annual preventive maintenance certification.

(3b) Delta's Infrastructure Maintenance supports equipment that is "out of manufactures warranty". Which includes; labor and parts required to restore the equipment to manufacturers specifications, triage, asset management, annual preventive maintenance certification, weekly fixed end and related site equipment inspection, (excluded tower climbing) 7x24 dispatch with on-site response. Service desk access, service call and activity accounting, operator and technical support, annual PM of contracted equipment, network hardware repair, installation of manufacturer's provided security patches, advanced replacement of contracted equipment when supported by manufacturer, and pre-deployment operational check of equipment returned from the Motorola depot.

(4) Not Included. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the contract, the customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repair of this equipment to operational condition will be performed on a time and material basis.

(5) Maintenance Standards. The equipment out of warranty will be maintained by Delta Wireless, Inc. in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified CET certified technicians.

(6) Time and place of maintenance work for SUBSCRIBERS: Customer to provide covered work area with adequate AC power. Mobile units and removable equipment shall be delivered by the Customer to the place of service indicated on the reverse side of this agreement. The Customer shall provide Delta Wireless service personnel with a minimum of 3 working days' notice prior to delivery of a mobile unit for reinstallation to verify radio operation and that accessories are on hand. Customer shall provide Delta Wireless full and free access to all equipment being serviced.

(6a) Time and place of maintenance work for INFRASTRUCTURE: Maintenance work on base stations and fixed equipment shall be performed at the location of the equipment with Customer furnishing heat, AC, light and power at these locations. The Customer shall give Delta Wireless 3 working days prior written notification and acceptance of the proposed software adds, moves or changes before software installation can start. Customer shall give Delta Wireless full and free access to all equipment being serviced.

(7) ~~Payment. On or about the date each payment is due as set forth on the reverse side of this agreement Delta Wireless, Inc. will send the customer an invoice covering the monthly maintenance fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Customer shall pay the amount of said invoice within thirty (30) days of its date to Delta Wireless, Inc. Each invoice shall be due and payable whether or not the equipment is operating, and Delta Wireless, Inc. may terminate this agreement by giving the Customer thirty (30) days' notice by certified mail if the Customer defaults in its payment to Delta Wireless, Inc. The Customer shall reimburse Delta Wireless, Inc. for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of the Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Delta Wireless, Inc.~~

jdm

(8) FCC records. Delta Wireless, Inc. will assist in FCC licensing issues, however Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.

(9) ~~Automatic renewal. After the "Date Maintenance Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either Delta Wireless, Inc. or the Customer may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein. Annual preventative maintenance certifications will be performed after the 12 months of payment. Inventory adjustments will be made on an annual basis.~~

jdm

(10) ~~Laws and regulations. This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.~~ jdm

(11) ~~Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.~~ jdm

(12) ~~Prior negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.~~ jdm

(13) ~~Amendment. No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of Delta Wireless Inc. and authorized agent of the Customer.~~ jdm

(14) Non-solicitation agreements. Delta Wireless, Inc is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Client, and may not be sold, given away, or used for any other purpose other than the Client's business or organization. The Client understands and agrees that Delta Wireless, Inc employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by Designated of Delta Wireless, Inc. The Client further agrees that in the event that any Delta Wireless, Inc employee, while still employed by Delta Wireless, Inc, or within ninety days of separation of employment from Delta Wireless, Inc, becomes employed by the Client, a placement fee equal to thirty percent of the first years salary is immediately payable to Delta Wireless, Inc upon hiring of the Delta Wireless, Inc employee by the Client.

(15) Non-Solicitation of Employees: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless, Inc employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless, Inc for the Customer or any other person or entity.

(16) Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta Wireless, Inc will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.

EXHIBIT 2

1700 W. Fremont Street
Stockton, Ca. 95203

City of Lodi PD

Effective date: 7/1/20 – 10/31/20

SOW: Maintenance and support for the existing Motorola radio system. Service is 7X24, with a two-hour response time. This contract will continue until the new system is activated and the existing equipment is removed. The new equipment will be under warranty with Motorola for one year of installation.

EXHIBIT 2

Service Agreement

DELTA WIRELESS, INC
1700 W. Fremont St.
Stockton Ca; 95203
(209) 948-9611 fax (209) 948-0103

Customer:	Lodi, city of			Service Agreement No:	S0801191
Attention:	Benjamin Buecher			Agreement Date:	7/27/2020
Address:	P.O. Box 3006			Date Maintenance Begins:	7/1/2020
City:	Lodi	State: CA	Zip: 95241	Date Maintenance Ends:	10/31/2020
Phone:	209-333-6761	Fax:		Payment Period:	Monthly
E-Mail:	bbuecher@lodi.gov			Customer PO#:	
				Negotiated by:	Debra Thompson

Monthly Fees

Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
		See Attached	See Scope of Work		$5,654.00

TOTAL: See attached

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Special Instructions

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Customer Name:	**Delta Wireless, Inc.**
Authorized Signature or PO#:	**Authorized Signature:**

1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax
Deltawireless.com

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(11) ~~Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.~~ jdm

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(15) Non-Solicitation of Employees: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless, Inc employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless, Inc for the Customer or any other person or entity.

(16) Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta Wireless, Inc will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.

Signature: Janice D. Magdich
Janice D. Magdich (Sep 29, 2020 14:22 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DELTA WIRELESS, OF STOCKTON, FOR RADIO SUPPORT SERVICES

==========

WHEREAS, City of Lodi relies on a properly functioning radio system for the communications of public safety and public works in the field; and

WHEREAS, over the past 11 years, Delta Wireless has provided the City with satisfactory support services; and

WHEREAS, Delta Wireless is the vendor of choice by the manufacturer Motorola, and is the only vendor in the area qualified to maintain the City radio system; and

WHEREAS, City entered into a Professional Services Agreement with Delta Wireless on August 1, 2020, with the term to expire October 31, 2020, for a monthly fee of $5,654; and

WHEREAS, staff recommends approving Amendment No. 1 to the Professional Services Agreement with Delta Wireless, extending the support services from July 1, 2020 and terminating upon completion of the installation and deployment of the new radio replacement system, for a monthly fee of $5,654.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement for radio support services, with Delta Wireless, of Stockton, California, extending the support services from July 1, 2020 and terminating upon completion of the installation and deployment of the new radio replacement system, for a monthly fee of $5,654.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____as passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-15**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148, by Authorizing Public Works Director to Establish Time Limited Parking Restrictions in Industrial/Commercial Zoned Area East of Highway 99

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution amending Traffic Resolution No. 97-148, by authorizing Public Works Director to establish time limited parking restrictions in industrial/commercial zoned area east of Highway 99.

BACKGROUND INFORMATION: Recently, the Lodi Police Department has received multiple complaints from businesses east of Highway 99 regarding vehicles utilizing these public roads for long-term and/or overnight parking. There have been several cases where these vehicles have been observed discarding trash and human waste that could reach the storm drain system, exposing the City to violations from the State since storm water from portions of this area discharges directly to the Mokelumne River.

To reduce the City's legal exposure, Staff proposes to limit parking in these areas between sunset and sunrise. Generally, overnight parking within commercial and industrial areas is unnecessary since these businesses have private parking areas available. Lodi Police Department has communicated with several businesses in the area and all those contacted are in favor of limiting overnight parking.

Staff anticipates that limiting overnight parking in one area may push overnight parking to other areas in the commercial and industrial zone. Staff is recommending authorizing the Public Works Director to establish overnight parking restrictions on an as-needed basis in the proposed area, bound by Turner Road to the north, California Traction Company Railroad to the east, Kettleman Lane to the south, and Beckman Road to the west, as shown on Exhibit A. Staff will communicate with the affected business before establishing time restricted parking. The existing truck parking limits in the area will remain unchanged. The Lodi Police Department supports the parking restriction recommendation.

Staff recommends amending Traffic Resolution No. 97-148, by authorizing Public Works Director to establish time limited parking restrictions in industrial/commercial zoned area east of Highway 99.

FISCAL IMPACT: There will be a slight increase in the installation and maintenance of the time restricted parking signs. That will be offset by reducing the cost of trash and human waste cleanup and possible storm water discharge violation fines by the State.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

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

cc: Engineering Technician, Mangrich
Utility Manager
Police Chief

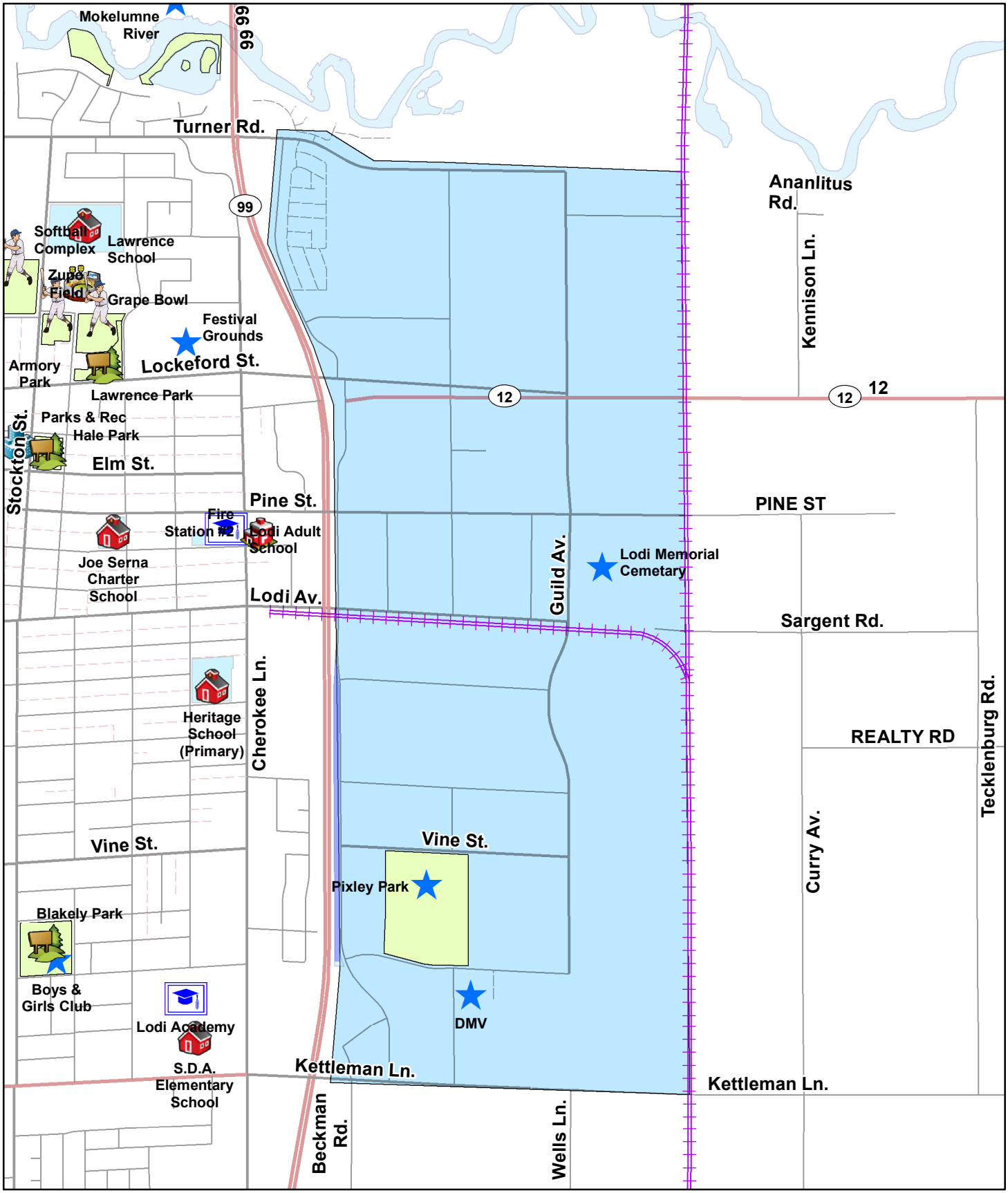

EXHIBIT A
CIty of Lodi
Potiential Time Limit Restriction Parking Area

N
W E
S

0.2 0.1 0 0.2 Miles

Legend

East Side Industrial/Commercial Area

Path: K:\WP\TRAFFIC\East Side Parking Restriction.mxd

RESOLUTION NO. 2020-___

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING TRAFFIC RESOLUTION NO. 97-148 BY AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ESTABLISH TIME-LIMITED PARKING RESTRICTIONS IN THE INDUSTRIAL/COMMERCIAL ZONED AREA EAST OF HIGHWAY 99

==========

WHEREAS, the Lodi Police Department has received multiple complaints from businesses east of Highway 99 regarding cars and recreational vehicles utilizing these public roads for long-term parking and/or camping; and

WHEREAS, per the Lodi Municipal (LMC) Code Section 15.52.170, it is unlawful to occupy any camp car or trailer for living or sleeping purposes in the City unless the same is located upon a licensed campground; and

WHEREAS, also per LMC 17.32.030, no recreational vehicle shall be parked for overnight occupancy except within an approved recreational vehicle park, or where authorized with temporary use permit approval as a temporary dwelling during construction on the same site; and

WHEREAS, staff recommends amending Traffic Resolution No. 97-148 by authorizing the Public Works Director to establish time-limited parking restrictions in the industrial/commercial zoned area east of Highway 99.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148 by authorizing the Public Works Director to establish time-limited parking restrictions in the industrial/commercial zoned area east of Highway 99; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-___ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-16

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Approving City of Lodi Pay Schedule Dated October 1, 2020

MEETING DATE: October 7, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving City of Lodi pay schedule dated October 1, 2020.

BACKGROUND INFORMATION: Public Employees' Retirement Law (PERL) Government Code sections 20636 and 20636.1 define earnable compensation for State, School, and Public Agency members. Only compensation that meets the provisions and regulations of the PERL will be considered by CalPERS for calculating retirement benefits. Government Code section 20636 and 20636.1 require pay schedules to be publicly available. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable. If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, the CalPERS Board, in its sole discretion, may determine an amount that will be considered to be payrate. CCR 570.5 outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule.

APPROVED: _____
Stephen Schwabauer, City Manager

As such, and in accordance with the above regulations, the Human Resources Manager will present, from time to time, an updated pay schedule for City Council adoption.

Staff recommends that the City Council adopt the resolution approving the attached City of Lodi salary schedule effective October 1, 2020.

FISCAL IMPACT: There is no fiscal impact

FUNDING AVAILABLE: Not applicable

Adele Post

Adele Post, Human Resources Manager

Andrew Keys

Andrew Keys, Deputy City Manager/Internal Services Director

Signature: Andrew Keys

Email: akeys@lodi.gov

City of Lodi
Salary Schedule Effective October 1, 2020

Job Description	Effective Date	Annual Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
ACCOUNTANT	01/13/2020	66,090.73	69,394.64	72,864.96	76,508.42	80,333.47
ACCOUNTING CLERK	02/10/2020	39,037.47	40,989.29	43,038.74	45,190.69	47,450.32
ACCOUNTING MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
ADMINISTRATIVE ASSISTANT	02/10/2020	47,022.56	49,373.76	51,842.46	54,434.56	57,156.26
ADMINISTRATIVE ASSISTANT - C	06/01/2020	47,022.56	49,373.76	51,842.46	54,434.56	57,156.26
ADMINISTRATIVE CLERK	02/10/2020	35,350.74	37,118.30	38,974.26	40,922.92	42,969.07
ADMINISTRATIVE CLERK - CONF	06/01/2020	37,483.48	39,357.65	41,325.54	43,391.83	45,561.41
ANIMAL SERVICES SUPERVISOR	02/10/2020	45,876.69	48,170.61	50,579.11	53,108.01	55,763.45
ASSISTANT ANIMAL SERVICES OFFICER	02/10/2020	39,893.84	41,888.49	43,982.99	46,182.15	48,491.24
ASSISTANT CITY CLERK	07/13/2020	58,345.62	61,262.90	64,326.04	67,542.34	70,919.45
ASSISTANT ENGINEER	01/13/2020	78,620.82	82,551.91	86,679.50	91,013.45	95,564.01
ASSISTANT PLANNER	01/13/2020	59,408.66	62,379.08	65,497.99	68,772.85	72,211.48
ASSOCIATE CIVIL ENGINEER	01/13/2020	86,482.83	90,806.97	95,347.25	100,114.71	105,120.34
ASSOCIATE PLANNER	01/13/2020	65,349.50	68,617.07	72,047.84	75,650.26	79,432.71
ASST ENGINEER/PLANS EXAMINER	01/13/2020	78,620.82	82,551.91	86,679.50	91,013.45	95,564.01
BUDGET MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
BUILDING INSPECTOR I	02/10/2020	54,295.72	56,876.94	59,720.80	62,706.93	65,842.20
BUILDING INSPECTOR II	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
BUILDING OFFICIAL	01/13/2020	94,845.63	99,587.08	104,566.73	109,794.32	115,284.85
BUILDING SERVICES SUPERVISOR	02/10/2020	56,215.58	59,026.26	61,977.54	65,076.52	68,330.45
BUSINESS DEVELOPMENT MANAGER	07/13/2020	93,836.33	98,528.15	103,454.56	108,627.29	114,058.64
CITY ATTORNEY	07/13/2020					195,593.37
CITY CLERK	03/23/2020					120,436.29
CITY ENGINEER/DEP PW DIRECTOR	01/13/2020	124,874.15	131,117.76	137,673.40	144,557.42	151,695.03
CITY MANAGER	07/13/2020					214,145.81
CODE ENFORCEMENT OFFICER	02/10/2020	56,748.03	59,585.42	62,564.65	65,692.90	68,977.62
COMMUNITY DEVELOPMENT DIRECTOR	07/13/2020					147,404.82
COMMUNITY SERVICE OFFICER-P.D.	07/13/2020	51,358.86	53,926.83	56,623.28	59,454.41	62,427.04
COMPLIANCE ENGINEER	01/13/2020	86,482.83	90,806.97	95,347.25	100,114.71	105,120.34
CONSTRUCTION PROJECT MANAGER	01/13/2020	82,482.89	86,607.12	90,937.40	95,484.24	100,258.49
CONSTRUCTION/MAINT. SUPERVISOR	01/13/2020	0.00	0.00	0.00	0.00	156,359.06
CUSTOMER SERVICE REP. I	02/10/2020	35,488.75	37,263.18	39,126.30	41,082.53	43,136.68
CUSTOMER SERVICE REP. II	02/10/2020	39,037.47	40,989.29	43,038.74	45,190.69	47,450.32
CUSTOMER SERVICE SUPERVISOR	01/13/2020	61,417.40	64,488.34	67,712.75	71,098.50	74,653.26
DEPUTY CITY ATTORNEY	07/13/2020	118,073.63	123,977.28	130,176.14	136,684.94	143,519.19
DEPUTY CITY CLERK	06/01/2020	51,059.21	53,612.17	56,292.79	59,107.43	62,062.80
DEPUTY CITY MANAGER	07/13/2020		0.00	0.00	0.00	181,149.31
DEPUTY DIRECTOR PRCS	01/13/2020	93,647.05	98,329.40	103,245.86	108,408.15	113,828.56
DEPUTY FIRE CHIEF	07/13/2020	130,747.91	137,285.22	144,149.48	151,357.00	158,924.85
DISPATCH SUPERVISOR	07/13/2020	77,280.24	81,144.39	85,201.61	89,461.64	93,934.71
DISPATCHER/JAILER	07/13/2020	58,445.53	61,367.74	64,436.21	67,657.97	71,040.85
DISTRIBUTION PLANNER	01/13/2020	97,444.36	102,325.08	107,441.88	112,822.58	118,450.80
DISTRIBUTION PLANNING SUPERVISOR	01/13/2020	107,218.02	112,556.08	118,189.24	124,112.04	130,299.26
ELEC DIST OPERATOR SUPERVISOR	02/10/2020				135,978.18	142,789.14
ELECTRIC APPARATUS MECHANIC	01/13/2020	84,718.92	88,958.22	93,428.92	98,088.12	103,013.56
ELECTRIC DISTRIBUTION OPER I	02/10/2020	101,699.78	106,784.60	112,483.80	117,730.08	123,616.48
ELECTRIC DISTRIBUTION OPER II	02/10/2020				123,616.48	129,797.46
ELECTRIC FOREMAN/FOREWOMAN	01/13/2020					142,140.96
ELECTRIC GROUNDWORKER	01/13/2020	66,987.70	70,335.72	73,849.10	77,550.98	81,417.96
ELECTRIC LINE APPRENTICE I	01/13/2020	76,219.78	80,030.60	84,032.00	88,233.60	92,645.02
ELECTRIC LINE APPRENTICE II	01/13/2020	101,910.12	107,005.60			
ELECTRIC LINEMAN/LINEWOMAN	01/13/2020				117,705.64	123,616.48
ELECTRIC MATERIALS TECHNICIAN	01/13/2020	75,853.18	79,644.76	83,629.52	87,810.06	92,198.08
ELECTRIC TROUBLESHOOTER	01/13/2020					126,505.34
ELECTRIC UTILITY BUSINESS ANALYST	01/13/2020	79,314.86	83,280.85	87,444.90	91,817.15	96,408.00
ELECTRIC UTILITY DIRECTOR	07/13/2020	194,131.27				
ELECTRIC UTILITY RATE ANALYST	01/13/2020	82,820.80	86,962.93	91,310.56	95,875.57	100,670.35
ELECTRIC UTILITY SUPERINTENDENT	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
ELECTRICAL ENGINEER	01/13/2020	105,927.69	111,224.15	116,785.23	122,624.56	128,755.79
ELECTRICAL ENGINEERING TECH	01/13/2020	78,541.32	82,455.36	86,581.56	90,920.18	95,447.30

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ELECTRICAL TECHNICIAN	01/13/2020	113,039.94	118,690.52	124,623.72	130,854.36	137,401.68
ELECTRICIAN	01/13/2020				97,037.89	101,910.68
ENGINEERING TECHNICIAN I	02/10/2020	54,683.42	57,417.51	60,288.36	63,302.85	66,468.00
ENGINEERING TECHNICIAN II	02/10/2020	60,151.74	63,159.20	66,317.21	69,633.04	73,114.69
ENVIRONMENTAL COMPLIANCE INSP.	02/10/2020	57,690.59	60,575.13	63,603.87	66,784.07	70,123.24
EQUIPMENT SERVICE WORKER	02/10/2020	42,270.78	44,384.30	46,603.49	48,933.66	51,380.40
EU RESOURCES ANALYST	01/13/2020	104,260.56	109,473.56	114,947.26	120,694.61	126,729.35
EXECUTIVE ADMINISTRATIVE ASST	06/01/2020	59,122.82	62,078.97	65,182.92	68,442.06	71,864.16
FACILITIES MAINTENANCE WORKER	02/10/2020	46,459.20	48,782.13	51,221.28	53,782.35	56,471.44
FACILITIES SUPERINTENDENT	01/13/2020	78,728.00	82,664.40	86,797.62	91,137.50	95,694.37
FACILITIES SUPERVISOR	02/10/2020	58,774.82	61,713.58	64,799.21	68,039.22	71,441.10
FIELD SERVICES REPRESENTATIVE	02/10/2020	48,260.54	50,673.60	53,207.30	55,867.70	58,661.01
FIELD SERVICES SUPERVISOR	02/10/2020	55,553.84	58,331.57	61,248.15	64,310.43	67,525.99
FINANCE TECHNICIAN	02/10/2020	47,235.33	49,597.15	52,077.00	54,680.94	57,414.89
FIRE BATTALION CHIEF	07/13/2020	108,956.68	114,404.45	120,124.67	126,130.87	132,437.45
FIRE BATTALION CHIEF - 112 HRS	07/13/2020	108,956.68	114,404.45	120,124.67	126,130.87	132,437.45
FIRE CAPTAIN	07/13/2020	88,325.67	92,741.86	97,378.93	102,247.71	107,360.31
FIRE CAPTAIN - 80 HOURS	07/13/2020	88,325.67	92,741.86	97,378.93	102,247.71	107,360.31
FIRE CAPTAIN - ACTING	07/13/2020	85,753.08	90,040.68	94,542.58	99,269.73	104,233.23
FIRE CHIEF	07/13/2020					183,185.36
FIRE ENGINEER	07/13/2020	76,299.05	80,113.96	84,119.69	88,325.67	92,741.86
FIRE ENGINEER - 80 HOURS	07/13/2020	76,299.05	80,113.96	84,119.69	88,325.67	92,741.86
FIRE FIGHTER I	07/13/2020					59,782.20
FIRE FIGHTER I - 112 HOURS	07/13/2020					59,782.20
FIRE FIGHTER II	07/13/2020	65,909.47	69,204.89	72,664.99	76,298.34	80,113.12
FIRE FIGHTER II-80	07/13/2020	65,909.47	69,204.89	72,664.99	76,298.34	80,113.12
FLEET SUPERINTENDENT	01/13/2020	73,091.63	76,746.19	80,583.56	84,612.75	88,843.29
HEAVY EQUIPMENT MECHANIC	02/10/2020	50,730.24	53,266.79	55,930.06	58,726.56	61,662.95
HUMAN RESOURCES MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
HUMAN RESOURCES TECHNICIAN	06/01/2020	49,879.59	52,373.56	54,992.24	57,741.86	60,628.94
INFORMATION SYSTEMS SPECIALIST	02/10/2020	53,648.70	56,331.28	59,151.45	62,105.06	65,210.32
INFORMATION TECHNOLOGY MANAGER	01/13/2020	113,302.14	118,967.23	124,915.65	131,161.43	137,719.50
JUNIOR ENGINEER	02/10/2020	71,460.17	75,033.22	78,784.79	82,724.05	86,860.25
JUNIOR PLANNER	02/10/2020	53,997.84	56,697.64	59,532.53	62,509.16	65,634.65
JUNIOR PLANS EXAMINER/ENGINEER	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
LABORATORY SUPERVISOR	02/10/2020	69,668.48	73,151.90	76,809.48	80,649.95	84,682.46
LABORATORY TECHNICIAN I	02/10/2020	45,951.64	48,249.30	50,661.81	53,194.91	55,854.54
LABORATORY TECHNICIAN II	02/10/2020	50,542.89	53,070.01	55,723.53	58,509.76	61,435.15
LEAD DISPATCHER/JAILER	07/13/2020	61,980.99	65,080.00	68,333.97	71,750.69	75,338.13
LEAD ELECTRICIAN	01/13/2020					112,102.20
LEAD EQUIPMENT MECHANIC	02/10/2020	55,803.24	58,593.45	61,523.06	64,599.22	67,829.22
LIBRARIAN I	01/13/2020	56,579.56	59,408.51	62,378.94	65,497.86	68,772.85
LIBRARIAN II	01/13/2020	62,237.59	65,349.50	68,616.90	72,047.84	75,650.12
LIBRARY ASSISTANT	02/10/2020	37,118.42	38,974.26	40,923.05	42,969.20	45,117.54
LIBRARY DIRECTOR	07/13/2020					129,829.44
LIBRARY TECHNICIAN	02/10/2020	46,954.61	49,302.32	51,767.47	54,355.85	57,073.61
LITERACY/VOLUNTEER MANAGER	01/13/2020	51,923.00	54,519.15	57,245.13	60,107.37	63,112.73
MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
MAINTENANCE WORKER II	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
MANAGEMENT ANALYST	01/13/2020	65,794.98	69,084.71	72,538.23	76,166.55	79,974.21
MANAGEMENT ANALYST - CONF	07/13/2020	66,452.93	69,775.59	73,264.35	76,927.57	80,773.95
METERING TECHNICIAN	01/13/2020					110,686.42
MGR. ENGINEERING & OPERATIONS	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
NEIGHBORHOOD SERVICES MANAGER	01/13/2020	94,871.65	99,613.96	104,595.38	109,825.04	115,316.42
NETWORK ADMINISTRATOR	01/13/2020	89,476.98	93,950.68	98,648.74	103,581.18	108,760.29
NETWORK TECHNICIAN	02/10/2020	64,337.70	67,554.65	70,932.32	74,478.98	78,203.02
PARK MAINTENANCE WORKER I	02/10/2020	38,322.07	40,238.23	42,250.07	44,362.59	46,580.69
PARK MAINTENANCE WORKER II	02/10/2020	42,150.35	44,257.74	46,470.67	48,794.17	51,233.95
PARK MAINTENANCE WORKER III	02/10/2020	46,366.67	48,710.18	51,119.22	53,675.24	56,358.97
PARK SUPERINTENDENT	01/13/2020	81,432.29	85,503.88	89,779.07	94,268.03	98,981.41
PARK SUPERVISOR	02/10/2020	58,774.82	61,713.58	64,799.21	68,039.22	71,441.10
PARKS PROJECT COORDINATOR	02/10/2020	66,166.82	69,475.20	72,948.88	76,596.35	80,426.16

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PARKS,REC & CULTURAL SERV DIR.	07/13/2020					143,921.10
PARTS CLERK	02/10/2020	40,262.97	42,276.09	44,389.86	46,609.47	48,939.93
PAYROLL TECHNICIAN	02/10/2020	47,235.33	49,597.15	52,077.00	54,680.94	57,414.89
PERMIT TECHNICIAN	02/10/2020	44,658.93	46,892.41	49,237.00	51,698.94	54,283.88
PLANT & EQUIPMENT MECHANIC	02/10/2020	52,445.02	55,066.27	57,818.12	60,708.08	63,743.65
POLICE CAPTAIN	07/13/2020	143,534.98	150,711.57	158,247.21	166,159.48	174,467.49
POLICE CHIEF	07/13/2020					211,047.49
POLICE CORPORAL	07/13/2020	87,201.25	91,561.39	96,139.50	100,946.45	105,993.72
POLICE LIEUTENANT	07/13/2020	119,612.52	125,593.01	131,872.65	138,466.32	145,389.57
POLICE OFFICER	07/13/2020	82,265.37	86,378.64	90,697.61	95,232.54	99,994.13
POLICE OFFICER TRAINEE	07/13/2020	67,019.74	70,370.67	73,889.27	77,583.75	81,462.91
POLICE RECORD CLERK I	02/10/2020	35,087.98	36,842.30	38,684.49	40,618.67	42,649.69
POLICE RECORDS CLERK II	02/10/2020	38,596.90	40,526.67	42,553.00	44,680.68	46,914.70
POLICE RECORDS CLERK SUPERVISOR	02/10/2020	44,379.63	46,598.64	48,928.51	51,374.88	53,943.71
POLICE SERGEANT	07/13/2020	99,677.11	104,660.76	109,893.82	115,388.54	121,158.06
PROGRAM COORDINATOR	02/10/2020	41,307.71	43,373.00	45,541.61	47,818.72	50,209.74
PROGRAMMER/ANALYST	02/10/2020	62,150.31	65,168.52	68,426.95	71,848.29	75,440.70
PROPERTY & EVIDENCE TECHNICIAN	07/13/2020	51,358.86	53,926.83	56,623.28	59,454.41	62,427.04
PUBLIC WORKS DIRECTOR	07/13/2020	176,959.83				
PUBLIC WORKS INSPECTOR I	02/10/2020	54,168.61	56,876.94	59,720.80	62,706.93	65,842.20
PUBLIC WORKS INSPECTOR II	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
PUBLIC WORKS MANAGEMENT ANALYST	01/13/2020	75,664.16	79,447.45	83,419.81	87,590.82	91,970.36
RATES AND RESOURCE MANAGER	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
RECREATION MANAGER	01/13/2020	61,328.20	64,395.04	67,615.48	70,996.12	74,545.50
REVENUE MANAGER	01/13/2020	97,631.01	102,512.56	107,638.19	113,020.10	118,671.10
RISK MANAGEMENT TECHNICIAN	06/01/2020	49,879.59	52,373.56	54,992.24	57,741.86	60,628.94
RISK MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
SENIOR ADMINISTRATIVE CLERK	02/10/2020	38,885.84	40,830.09	42,871.69	45,015.23	47,266.04
SENIOR CIVIL ENGINEER	01/13/2020	97,568.21	102,449.63	107,571.17	112,952.74	118,594.37
SENIOR ELECTRICAL ENGINEERING TECH	01/13/2020					113,396.40
SENIOR ELECTRICAL TECHNICIAN	01/13/2020	124,572.76	130,808.86	137,336.68	144,215.24	151,416.20
SENIOR ENGINEERING TECHNICIAN	02/10/2020	66,166.82	69,475.20	72,948.88	76,596.35	80,426.16
SENIOR FACILITIES MAINT WORKER	02/10/2020	51,105.04	53,660.23	56,343.26	59,160.47	62,118.56
SENIOR LIBRARY ASSISTANT	02/10/2020	40,830.09	42,871.69	45,015.23	47,266.04	49,629.24
SENIOR PAYROLL TECHNICIAN	02/10/2020	51,958.87	54,556.87	57,284.70	60,149.04	63,156.39
SENIOR POLICE ADMIN. CLERK	02/10/2020	41,162.55	43,220.82	45,381.71	47,650.71	50,033.33
SENIOR POWER ENGINEER	01/13/2020	116,521.59	122,347.69	128,465.00	134,888.25	141,632.71
SENIOR PROGRAMMER/ANALYST	01/13/2020	81,329.93	85,396.29	89,666.67	94,151.10	98,858.65
SENIOR STOREKEEPER	02/10/2020	47,647.52	50,029.85	52,531.37	55,157.93	57,915.89
SENIOR TRAFFIC ENGINEER	01/13/2020	97,577.75	102,459.59	107,581.58	112,963.46	118,605.69
SERVICE WRITER	02/10/2020	40,262.97	42,276.09	44,389.86	46,609.47	48,939.93
STREET MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
STREET MAINTENANCE WORKER II	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
STREET MAINTENANCE WORKER III	02/10/2020	48,682.37	51,116.44	53,672.20	56,355.90	59,173.67
STREET SUPERVISOR	02/10/2020	61,706.21	64,791.56	68,031.15	71,432.62	75,004.31
SUBSTATION TECHNICIAN	01/13/2020				130,854.36	137,401.68
SUBSTATION/METERING SUPERVISOR	01/13/2020					156,359.06
SUPERVISING ACCOUNTANT	01/13/2020	77,791.30	81,680.78	85,764.92	90,053.18	94,555.79
TRAFFIC/SIGN MAKING WORKER	02/10/2020	42,150.35	44,257.74	46,470.67	48,794.17	51,233.95
TRANSPORTATION MANAGER	01/13/2020	97,577.75	102,459.59	107,581.58	112,963.46	118,605.69
TROUBLESHOOTING SUPERVISOR	01/13/2020					142,140.96
UTILITIES MANAGER	01/13/2020	113,454.99	119,127.86	125,084.25	131,338.33	137,905.36
UTILITIES SUPERINTENDENT - PW	02/10/2020	108,518.77	113,944.70	119,642.00	125,624.10	131,905.31
UTILITY BILLING SPECIALIST	02/10/2020	42,941.24	45,088.31	47,342.72	49,709.86	52,195.34
UTILITY EQUIPMENT SPECIALIST	01/13/2020	73,676.98	77,371.84	81,250.26	85,301.32	89,575.98
W/WW MAINTENANCE WORKER 2	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
W/WW MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
WASTEWATER OPERATIONS SUPERVISOR	08/03/2020	69,668.48	73,151.84	76,809.48	80,649.88	84,682.46
WASTEWATER PLANT OPERATOR I	02/10/2020	50,046.27	52,548.63	55,176.00	57,934.81	60,831.58
WASTEWATER PLANT OPERATOR II	02/10/2020	55,052.36	57,805.05	60,695.28	63,730.01	66,916.47
WASTEWATER PLANT OPERATOR III	02/10/2020	60,557.75	63,585.52	66,764.74	70,103.07	73,608.16
WASTEWATER PLANT SUPERINTENDENT	02/10/2020	102,251.88	107,364.61	112,732.51	118,369.14	124,287.59
WATER/WASTEWATER SUPERVISOR	02/10/2020	66,349.75	69,669.30	73,149.76	76,809.48	80,650.72

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WATER/WASTEWATER SUPERVISOR	02/10/2020	71,866.11	75,459.37	79,232.29	83,193.96	87,353.65
WATER PLANT OPERATOR II	02/10/2020	55,052.36	57,805.05	60,695.28	63,730.01	66,916.47
WATER PLANT OPERATOR III	02/10/2020	60,557.75	63,585.52	66,764.74	70,103.07	73,608.16
WATER PLANT SUPERINTENDENT	02/10/2020	102,251.88	107,364.61	112,732.51	118,369.14	124,287.59
WATER SERVICES TECHNICIAN I	02/10/2020	64,239.65	67,451.63	70,824.21	74,365.36	78,083.61
WATER SERVICES TECHNICIAN II	02/10/2020	70,663.50	74,196.65	77,906.50	81,801.89	85,892.01
WATER/WASTEWATER MAINT WKR III	02/10/2020	48,682.37	51,116.30	53,672.34	56,355.90	59,173.67
WATERSHED PROGRAM COORDINATOR	02/10/2020	41,307.71	43,373.00	45,541.61	47,818.72	50,209.74
WELDER - MECHANIC	02/10/2020	50,728.98	53,267.35	55,931.02	58,727.38	61,663.51
YOUTH OUTREACH WORKER	02/10/2020	45,118.24	47,839.66	50,704.31	53,736.02	57,507.86

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Part-Time Job Description	Effective Date	Hourly Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
PT - ACCOUNTANT	01/01/2014	39.600				
PT - ADMINISTRATIVE CLERK	12/01/2015	15.250	16.020	16.820	17.660	18.540
PT - ADMINISTRATIVE CLERK - RE	01/01/2014	15.550	16.330	17.150	18.000	18.900
PT - ADMINISTRATIVE SUPPORT	01/13/2020	13.100	13.100	13.750	14.440	15.162
PT - AQUATICS COORDINATOR	01/01/2014	19.510	20.480	21.500	22.580	23.710
PT - AQUATICS FITNESS INSTRUCTOR	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - ASST. ANIMAL CONTROL OFC.	01/01/2014	16.710	17.550	18.420	19.360	20.310
PT - BOAT ATTENDANT I	01/13/2020		13.000	13.230	13.892	14.586
PT - CASHIER	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - CITY PLANNING COMMISSIONER	01/01/2014	20.000				
PT - CODE ENFORCEMENT OFFICER	01/01/2014	21.610	22.690	23.820	25.010	26.260
PT - COMMUNITY SERVICE OFFICER	03/11/2019	22.831	23.973	25.171	26.430	27.751
PT - CONSULTANT	09/26/2019	25.000	100.000			
PT - COURT LIAISON OFFICER	08/02/2018	21.060				
PT - CUSTOMER SERVICE REP	08/31/2015	15.312	16.078	16.882	17.726	18.612
PT - DEPUTY CITY CLK (RET ANN)	10/31/2019	23.380	24.550	25.780	27.060	28.420
PT - DOCENT COORDINATOR	04/03/2019	13.290	13.950	14.650	15.380	16.150
PT - DPTY WATER CONSERVATION OFF.	01/13/2020	13.100	13.100	13.750	14.440	15.162
PT - ELECTRIC ESTIMATOR	01/01/2014	62.350				
PT - ELECTRICAL TECHNICIAN	01/01/2014	57.420				
PT - EVENT AND FACILITIES ATTE	01/01/2014	14.730	15.470	16.240	17.050	17.900
PT - FACILITY MAINT WORKER	02/11/2019	21.273	22.336	23.453	24.626	25.857
PT - FACILITY SUPERVISOR	01/01/2016	13.340	14.000	14.700	15.440	16.210
PT - FIELD SERVICES REP	09/01/2015	20.823	21.864	22.957	24.105	25.310
PT - FINANCE TECHNICIAN	01/01/2014	19.790	20.780	21.820	22.910	24.050
PT - GATE ATTENDANT - RECREATION	01/13/2020		13.000	13.230	13.892	14.586
PT - HEAVY EQUIPMENT MECHANIC	01/01/2014	21.040	22.100	23.200	24.360	25.580
PT - HOUSE MANAGER	01/01/2016	13.340	14.000	14.700	15.440	16.210
PT - INSTRUCTOR-SWIM	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - INTERN	01/01/2020	13.000	15.000	18.000	21.000	25.000
PT - KENNEL TECHNICIAN	05/01/2019	14.730	15.460	16.240	17.050	17.900
PT - LABORER A	01/01/2020	13.000	13.650	14.333		
PT - LABORER B	01/13/2020	14.333	15.050	15.802	16.592	17.422
PT - LEGAL SECRETARY (RET ANN)	10/31/2019	25.780	27.070	28.430	29.850	31.340
PT - LIBRARIAN II	01/01/2014	26.070	27.370	28.740	30.190	31.680
PT - LIBRARIAN'S ASSOCIATE	01/01/2014	17.040	17.890	18.780	19.730	20.700
PT - LIBRARY AID	01/13/2020	13.000	13.432	14.103	14.809	15.549
PT - LIBRARY ASSISTANT	07/01/2015	15.549	16.326	17.143	18.000	18.900
PT - LIFEGUARD	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - LYC COORDINATOR	01/01/2014	16.000	16.790	17.620	18.510	19.440
PT - MANAGEMENT ANALYST	01/01/2014	27.550	28.930	30.380	31.900	33.490
PT - MARKETING COORDINATOR	02/12/2018	22.550	23.740	24.990	26.310	27.690
PT - METER READER	01/01/2014	18.140	19.320	20.280	21.300	22.360
PT - PARK ATTENDANT	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - PARKING ENFORCEMENT ASST	01/01/2015	17.345	18.213	19.123	20.080	21.084
PT - PARTNERS PROGR SUPERVISOR	03/08/2018	23.000	24.150	25.360	26.630	27.960
PT - PIO RETIRED ANNUITANT	03/17/2020	65.000				
PT - POL. OFFICER/CRIME ANALYST	01/13/2020	38.399				
PT - POLICE CHAPLAIN	01/01/2014	20.000				
PT - POLICE OFFICER	01/13/2020	38.399				
PT - POLICE OFFICER RETRD ANNU	01/13/2020	38.399				
PT - POLICE RECORDS CLERK	01/01/2014	14.700	15.433	16.205	17.015	17.866
PT - PROF. STANDARDS OFFICER	01/01/2014	50.000	55.000			
PT - PROGRAM COORDINATOR	07/01/2018	16.790	17.620	18.510	19.440	20.040
PT - PROGRAMMER/ANALYST	04/01/2018	28.000	29.400	30.870	32.410	34.030
PT - PROPERTY & EVIDENCE TECH	07/01/2019	22.830	23.970	25.170	26.430	27.750
PT - PW INTERN	01/13/2020		13.000	13.230	13.900	14.590
PT - REC.SCOREKEEPER	01/13/2020		13.000	13.230	13.892	14.586
PT - RECREATION LEADER	01/01/2020	13.000	13.650			

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PT - RECREATION SPECIALIST	01/01/2020	14.650	15.380			
PT - RECREATION SUPERVISOR	01/01/2014	12.910	14.240			
PT - RENTAL CONSULTANT	01/01/2014	14.820	15.560	16.340	17.160	18.020
PT - SCENE TECHNICIAN	01/01/2014	14.810	15.550	16.330	17.140	18.000
PT - SENIOR ADMIN CLERK	08/31/2015	16.778	17.617	18.498	19.423	20.394
PT - SENIOR CIVIL ENGINEER	01/01/2014	37.840	39.730	41.720	43.800	45.990
PT - SENIOR LIFEGUARD	01/13/2020			15.315	16.081	16.885
PT - SMALL CRAFT OPERATOR	01/01/2014	17.000				
PT - SPORTS OFFICIAL - ADULT	06/01/2018	25.000				
PT - SPORTS OFFICIAL - YOUTH	01/01/2020	13.000	15.000	18.000	21.000	25.000
PT - SR PROGRAMMER/ANALYST	06/01/2016	32.460	34.082	35.786	37.576	39.455
PT - STAGE TECHNICIAN	01/01/2014	21.200	22.260	23.370	24.540	25.770
PT - SUPPORT SVCS OFFICER	06/07/2017	32.738				
PT - TECHNOLOGY SUPPRT SPECIAL	03/06/2017	23.040	24.190	25.400	26.670	28.000
PT - UTILITY EQUIP. SPECIALIST	01/01/2014	28.060	29.470	30.950	32.490	34.120
PT - UTILITY SERVICE OPERATOR	01/01/2014	60.890				
PT - YOUTH OUTREACH WORKER	01/01/2014	18.900	20.040	21.240	22.510	24.090

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CITY OF LODI PAY SCHEDULE
EFFECTIVE OCTOBER 1, 2020, PURSUANT TO
PUBLIC EMPLOYEES' RETIREMENT LAW,
GOVERNMENT CODE SECTIONS 20636 AND
20636.1 AND CALIFORNIA CODE OF
REGULATIONS SECTION 570.5

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WHEREAS, the City of Lodi contracts with California Public Employees' Retirement System (CalPERS) to provide retirement benefits for its employees who are members; and

WHEREAS, all employers must comply with compensation earnable provisions and corresponding regulations of the Public Employees' Retirement Law (PERL) and California Code of Regulations, Section 570.5; and

WHEREAS, the regulations require employers to review their pay schedules and to verify that all members' pay amounts are accurately reported and approved by the governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, the Human Resources Manager verifies that the attached pay schedule, dated June 1, 2020, conforms with the requirements under the PERL and the California Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi pay schedule dated October 1, 2020, attached hereto and made a part of this Resolution.

Dated: October 7, 2020
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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-_____

Exhibit A

City of Lodi
Salary Schedule Effective October 1, 2020

		Annual Rate of Pay				
Job Description	Effective Date	Step 0	Step 1	Step 2	Step 3	Step 4
ACCOUNTANT	01/13/2020	66,090.73	69,394.64	72,864.96	76,508.42	80,333.47
ACCOUNTING CLERK	02/10/2020	39,037.47	40,989.29	43,038.74	45,190.69	47,450.32
ACCOUNTING MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
ADMINISTRATIVE ASSISTANT	02/10/2020	47,022.56	49,373.76	51,842.46	54,434.56	57,156.26
ADMINISTRATIVE ASSISTANT - C	06/01/2020	47,022.56	49,373.76	51,842.46	54,434.56	57,156.26
ADMINISTRATIVE CLERK	02/10/2020	35,350.74	37,118.30	38,974.26	40,922.92	42,969.07
ADMINISTRATIVE CLERK - CONF	06/01/2020	37,483.48	39,357.65	41,325.54	43,391.83	45,561.41
ANIMAL SERVICES SUPERVISOR	02/10/2020	45,876.69	48,170.61	50,579.11	53,108.01	55,763.45
ASSISTANT ANIMAL SERVICES OFFICER	02/10/2020	39,893.84	41,888.49	43,982.99	46,182.15	48,491.24
ASSISTANT CITY CLERK	07/13/2020	58,345.62	61,262.90	64,326.04	67,542.34	70,919.45
ASSISTANT ENGINEER	01/13/2020	78,620.82	82,551.91	86,679.50	91,013.45	95,564.01
ASSISTANT PLANNER	01/13/2020	59,408.66	62,379.08	65,497.99	68,772.85	72,211.48
ASSOCIATE CIVIL ENGINEER	01/13/2020	86,482.83	90,806.97	95,347.25	100,114.71	105,120.34
ASSOCIATE PLANNER	01/13/2020	65,349.50	68,617.07	72,047.84	75,650.26	79,432.71
ASST ENGINEER/PLANS EXAMINER	01/13/2020	78,620.82	82,551.91	86,679.50	91,013.45	95,564.01
BUDGET MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
BUILDING INSPECTOR I	02/10/2020	54,295.72	56,876.94	59,720.80	62,706.93	65,842.20
BUILDING INSPECTOR II	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
BUILDING OFFICIAL	01/13/2020	94,845.63	99,587.08	104,566.73	109,794.32	115,284.85
BUILDING SERVICES SUPERVISOR	02/10/2020	56,215.58	59,026.26	61,977.54	65,076.52	68,330.45
BUSINESS DEVELOPMENT MANAGER	07/13/2020	93,836.33	98,528.15	103,454.56	108,627.29	114,058.64
CITY ATTORNEY	07/13/2020					195,593.37
CITY CLERK	03/23/2020					120,436.29
CITY ENGINEER/DEP PW DIRECTOR	01/13/2020	124,874.15	131,117.76	137,673.40	144,557.42	151,695.03
CITY MANAGER	07/13/2020					214,145.81
CODE ENFORCEMENT OFFICER	02/10/2020	56,748.03	59,585.42	62,564.65	65,692.90	68,977.62
COMMUNITY DEVELOPMENT DIRECTOR	07/13/2020					147,404.82
COMMUNITY SERVICE OFFICER-P.D.	07/13/2020	51,358.86	53,926.83	56,623.28	59,454.41	62,427.04
COMPLIANCE ENGINEER	01/13/2020	86,482.83	90,806.97	95,347.25	100,114.71	105,120.34
CONSTRUCTION PROJECT MANAGER	01/13/2020	82,482.89	86,607.12	90,937.40	95,484.24	100,258.49
CONSTRUCTION/MAINT. SUPERVISOR	01/13/2020	0.00	0.00	0.00	0.00	156,359.06
CUSTOMER SERVICE REP. I	02/10/2020	35,488.75	37,263.18	39,126.30	41,082.53	43,136.68
CUSTOMER SERVICE REP. II	02/10/2020	39,037.47	40,989.29	43,038.74	45,190.69	47,450.32
CUSTOMER SERVICE SUPERVISOR	01/13/2020	61,417.40	64,488.34	67,712.75	71,098.50	74,653.26
DEPUTY CITY ATTORNEY	07/13/2020	118,073.63	123,977.28	130,176.14	136,684.94	143,519.19
DEPUTY CITY CLERK	06/01/2020	51,059.21	53,612.17	56,292.79	59,107.43	62,062.80
DEPUTY CITY MANAGER	07/13/2020		0.00	0.00	0.00	181,149.31
DEPUTY DIRECTOR PRCS	01/13/2020	93,647.05	98,329.40	103,245.86	108,408.15	113,828.56
DEPUTY FIRE CHIEF	07/13/2020	130,747.91	137,285.22	144,149.48	151,357.00	158,924.85
DISPATCH SUPERVISOR	07/13/2020	77,280.24	81,144.39	85,201.61	89,461.64	93,934.71
DISPATCHER/JAILER	07/13/2020	58,445.53	61,367.74	64,436.21	67,657.97	71,040.85
DISTRIBUTION PLANNER	01/13/2020	97,444.36	102,325.08	107,441.88	112,822.58	118,450.80
DISTRIBUTION PLANNING SUPERVISOR	01/13/2020	107,218.02	112,556.08	118,189.24	124,112.04	130,299.26
ELEC DIST OPERATOR SUPERVISOR	02/10/2020				135,978.18	142,789.14
ELECTRIC APPARATUS MECHANIC	01/13/2020	84,718.92	88,958.22	93,428.92	98,088.12	103,013.56
ELECTRIC DISTRIBUTION OPER I	02/10/2020	101,699.78	106,784.60	112,483.80	117,730.08	123,616.48
ELECTRIC DISTRIBUTION OPER II	02/10/2020				123,616.48	129,797.46
ELECTRIC FOREMAN/FOREWOMAN	01/13/2020					142,140.96
ELECTRIC GROUNDWORKER	01/13/2020	66,987.70	70,335.72	73,849.10	77,550.98	81,417.96
ELECTRIC LINE APPRENTICE I	01/13/2020	76,219.78	80,030.60	84,032.00	88,233.60	92,645.02
ELECTRIC LINE APPRENTICE II	01/13/2020	101,910.12	107,005.60			
ELECTRIC LINEMAN/LINEWOMAN	01/13/2020				117,705.64	123,616.48
ELECTRIC MATERIALS TECHNICIAN	01/13/2020	75,853.18	79,644.76	83,629.52	87,810.06	92,198.08
ELECTRIC TROUBLESHOOTER	01/13/2020					126,505.34
ELECTRIC UTILITY BUSINESS ANALYST	01/13/2020	79,314.86	83,280.85	87,444.90	91,817.15	96,408.00
ELECTRIC UTILITY DIRECTOR	07/13/2020	194,131.27				
ELECTRIC UTILITY RATE ANALYST	01/13/2020	82,820.80	86,962.93	91,310.56	95,875.57	100,670.35
ELECTRIC UTILITY SUPERINTENDENT	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
ELECTRICAL ENGINEER	01/13/2020	105,927.69	111,224.15	116,785.23	122,624.56	128,755.79
ELECTRICAL ENGINEERING TECH	01/13/2020	78,541.32	82,455.36	86,581.56	90,920.18	95,447.30

City of Lodi
Salary Schedule Effective October 1, 2020

ELECTRICAL TECHNICIAN	01/13/2020	113,039.94	118,690.52	124,623.72	130,854.36	137,401.68
ELECTRICIAN	01/13/2020				97,037.89	101,910.68
ENGINEERING TECHNICIAN I	02/10/2020	54,683.42	57,417.51	60,288.36	63,302.85	66,468.00
ENGINEERING TECHNICIAN II	02/10/2020	60,151.74	63,159.20	66,317.21	69,633.04	73,114.69
ENVIRONMENTAL COMPLIANCE INSP.	02/10/2020	57,690.59	60,575.13	63,603.87	66,784.07	70,123.24
EQUIPMENT SERVICE WORKER	02/10/2020	42,270.78	44,384.30	46,603.49	48,933.66	51,380.40
EU RESOURCES ANALYST	01/13/2020	104,260.56	109,473.56	114,947.26	120,694.61	126,729.35
EXECUTIVE ADMINISTRATIVE ASST	06/01/2020	59,122.82	62,078.97	65,182.92	68,442.06	71,864.16
FACILITIES MAINTENANCE WORKER	02/10/2020	46,459.20	48,782.13	51,221.28	53,782.35	56,471.44
FACILITIES SUPERINTENDENT	01/13/2020	78,728.00	82,664.40	86,797.62	91,137.50	95,694.37
FACILITIES SUPERVISOR	02/10/2020	58,774.82	61,713.58	64,799.21	68,039.22	71,441.10
FIELD SERVICES REPRESENTATIVE	02/10/2020	48,260.54	50,673.60	53,207.30	55,867.70	58,661.01
FIELD SERVICES SUPERVISOR	02/10/2020	55,553.84	58,331.57	61,248.15	64,310.43	67,525.99
FINANCE TECHNICIAN	02/10/2020	47,235.33	49,597.15	52,077.00	54,680.94	57,414.89
FIRE BATTALION CHIEF	07/13/2020	108,956.68	114,404.45	120,124.67	126,130.87	132,437.45
FIRE BATTALION CHIEF - 112 HRS	07/13/2020	108,956.68	114,404.45	120,124.67	126,130.87	132,437.45
FIRE CAPTAIN	07/13/2020	88,325.67	92,741.86	97,378.93	102,247.71	107,360.31
FIRE CAPTAIN - 80 HOURS	07/13/2020	88,325.67	92,741.86	97,378.93	102,247.71	107,360.31
FIRE CAPTAIN - ACTING	07/13/2020	85,753.08	90,040.68	94,542.58	99,269.73	104,233.23
FIRE CHIEF	07/13/2020					183,185.36
FIRE ENGINEER	07/13/2020	76,299.05	80,113.96	84,119.69	88,325.67	92,741.86
FIRE ENGINEER - 80 HOURS	07/13/2020	76,299.05	80,113.96	84,119.69	88,325.67	92,741.86
FIRE FIGHTER I	07/13/2020					59,782.20
FIRE FIGHTER I - 112 HOURS	07/13/2020					59,782.20
FIRE FIGHTER II	07/13/2020	65,909.47	69,204.89	72,664.99	76,298.34	80,113.12
FIRE FIGHTER II-80	07/13/2020	65,909.47	69,204.89	72,664.99	76,298.34	80,113.12
FLEET SUPERINTENDENT	01/13/2020	73,091.63	76,746.19	80,583.56	84,612.75	88,843.29
HEAVY EQUIPMENT MECHANIC	02/10/2020	50,730.24	53,266.79	55,930.06	58,726.56	61,662.95
HUMAN RESOURCES MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
HUMAN RESOURCES TECHNICIAN	06/01/2020	49,879.59	52,373.56	54,992.24	57,741.86	60,628.94
INFORMATION SYSTEMS SPECIALIST	02/10/2020	53,648.70	56,331.28	59,151.45	62,105.06	65,210.32
INFORMATION TECHNOLOGY MANAGER	01/13/2020	113,302.14	118,967.23	124,915.65	131,161.43	137,719.50
JUNIOR ENGINEER	02/10/2020	71,460.17	75,033.22	78,784.79	82,724.05	86,860.25
JUNIOR PLANNER	02/10/2020	53,997.84	56,697.64	59,532.53	62,509.16	65,634.65
JUNIOR PLANS EXAMINER/ENGINEER	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
LABORATORY SUPERVISOR	02/10/2020	69,668.48	73,151.90	76,809.48	80,649.95	84,682.46
LABORATORY TECHNICIAN I	02/10/2020	45,951.64	48,249.30	50,661.81	53,194.91	55,854.54
LABORATORY TECHNICIAN II	02/10/2020	50,542.89	53,070.01	55,723.53	58,509.76	61,435.15
LEAD DISPATCHER/JAILER	07/13/2020	61,980.99	65,080.00	68,333.97	71,750.69	75,338.13
LEAD ELECTRICIAN	01/13/2020					112,102.20
LEAD EQUIPMENT MECHANIC	02/10/2020	55,803.24	58,593.45	61,523.06	64,599.22	67,829.22
LIBRARIAN I	01/13/2020	56,579.56	59,408.51	62,378.94	65,497.86	68,772.85
LIBRARIAN II	01/13/2020	62,237.59	65,349.50	68,616.90	72,047.84	75,650.12
LIBRARY ASSISTANT	02/10/2020	37,118.42	38,974.26	40,923.05	42,969.20	45,117.54
LIBRARY DIRECTOR	07/13/2020					129,829.44
LIBRARY TECHNICIAN	02/10/2020	46,954.61	49,302.32	51,767.47	54,355.85	57,073.61
LITERACY/VOLUNTEER MANAGER	01/13/2020	51,923.00	54,519.15	57,245.13	60,107.37	63,112.73
MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
MAINTENANCE WORKER II	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
MANAGEMENT ANALYST	01/13/2020	65,794.98	69,084.71	72,538.23	76,166.55	79,974.21
MANAGEMENT ANALYST - CONF	07/13/2020	66,452.93	69,775.59	73,264.35	76,927.57	80,773.95
METERING TECHNICIAN	01/13/2020					110,686.42
MGR. ENGINEERING & OPERATIONS	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
NEIGHBORHOOD SERVICES MANAGER	01/13/2020	94,871.65	99,613.96	104,595.38	109,825.04	115,316.42
NETWORK ADMINISTRATOR	01/13/2020	89,476.98	93,950.68	98,648.74	103,581.18	108,760.29
NETWORK TECHNICIAN	02/10/2020	64,337.70	67,554.65	70,932.32	74,478.98	78,203.02
PARK MAINTENANCE WORKER I	02/10/2020	38,322.07	40,238.23	42,250.07	44,362.59	46,580.69
PARK MAINTENANCE WORKER II	02/10/2020	42,150.35	44,257.74	46,470.67	48,794.17	51,233.95
PARK MAINTENANCE WORKER III	02/10/2020	46,366.67	48,710.18	51,119.22	53,675.24	56,358.97
PARK SUPERINTENDENT	01/13/2020	81,432.29	85,503.88	89,779.07	94,268.03	98,981.41
PARK SUPERVISOR	02/10/2020	58,774.82	61,713.58	64,799.21	68,039.22	71,441.10
PARKS PROJECT COORDINATOR	02/10/2020	66,166.82	69,475.20	72,948.88	76,596.35	80,426.16

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PARKS,REC & CULTURAL SERV DIR.	07/13/2020					143,921.10
PARTS CLERK	02/10/2020	40,262.97	42,276.09	44,389.86	46,609.47	48,939.93
PAYROLL TECHNICIAN	02/10/2020	47,235.33	49,597.15	52,077.00	54,680.94	57,414.89
PERMIT TECHNICIAN	02/10/2020	44,658.93	46,892.41	49,237.00	51,698.94	54,283.88
PLANT & EQUIPMENT MECHANIC	02/10/2020	52,445.02	55,066.27	57,818.12	60,708.08	63,743.65
POLICE CAPTAIN	07/13/2020	143,534.98	150,711.57	158,247.21	166,159.48	174,467.49
POLICE CHIEF	07/13/2020					211,047.49
POLICE CORPORAL	07/13/2020	87,201.25	91,561.39	96,139.50	100,946.45	105,993.72
POLICE LIEUTENANT	07/13/2020	119,612.52	125,593.01	131,872.65	138,466.32	145,389.57
POLICE OFFICER	07/13/2020	82,265.37	86,378.64	90,697.61	95,232.54	99,994.13
POLICE OFFICER TRAINEE	07/13/2020	67,019.74	70,370.67	73,889.27	77,583.75	81,462.91
POLICE RECORD CLERK I	02/10/2020	35,087.98	36,842.30	38,684.49	40,618.67	42,649.69
POLICE RECORDS CLERK II	02/10/2020	38,596.90	40,526.67	42,553.00	44,680.68	46,914.70
POLICE RECORDS CLERK SUPERVISOR	02/10/2020	44,379.63	46,598.64	48,928.51	51,374.88	53,943.71
POLICE SERGEANT	07/13/2020	99,677.11	104,660.76	109,893.82	115,388.54	121,158.06
PROGRAM COORDINATOR	02/10/2020	41,307.71	43,373.00	45,541.61	47,818.72	50,209.74
PROGRAMMER/ANALYST	02/10/2020	62,150.31	65,168.52	68,426.95	71,848.29	75,440.70
PROPERTY & EVIDENCE TECHNICIAN	07/13/2020	51,358.86	53,926.83	56,623.28	59,454.41	62,427.04
PUBLIC WORKS DIRECTOR	07/13/2020	176,959.83				
PUBLIC WORKS INSPECTOR I	02/10/2020	54,168.61	56,876.94	59,720.80	62,706.93	65,842.20
PUBLIC WORKS INSPECTOR II	02/10/2020	59,585.42	62,564.65	65,692.90	68,977.62	72,426.48
PUBLIC WORKS MANAGEMENT ANALYST	01/13/2020	75,664.16	79,447.45	83,419.81	87,590.82	91,970.36
RATES AND RESOURCE MANAGER	01/13/2020	143,684.07	150,868.27	158,411.69	166,332.28	174,648.88
RECREATION MANAGER	01/13/2020	61,328.20	64,395.04	67,615.48	70,996.12	74,545.50
REVENUE MANAGER	01/13/2020	97,631.01	102,512.56	107,638.19	113,020.10	118,671.10
RISK MANAGEMENT TECHNICIAN	06/01/2020	49,879.59	52,373.56	54,992.24	57,741.86	60,628.94
RISK MANAGER	07/13/2020	114,435.16	120,156.90	126,164.81	132,473.04	139,096.70
SENIOR ADMINISTRATIVE CLERK	02/10/2020	38,885.84	40,830.09	42,871.69	45,015.23	47,266.04
SENIOR CIVIL ENGINEER	01/13/2020	97,568.21	102,449.63	107,571.17	112,952.74	118,594.37
SENIOR ELECTRICAL ENGINEERING TECH	01/13/2020					113,396.40
SENIOR ELECTRICAL TECHNICIAN	01/13/2020	124,572.76	130,808.86	137,336.68	144,215.24	151,416.20
SENIOR ENGINEERING TECHNICIAN	02/10/2020	66,166.82	69,475.20	72,948.88	76,596.35	80,426.16
SENIOR FACILITIES MAINT WORKER	02/10/2020	51,105.04	53,660.23	56,343.26	59,160.47	62,118.56
SENIOR LIBRARY ASSISTANT	02/10/2020	40,830.09	42,871.69	45,015.23	47,266.04	49,629.24
SENIOR PAYROLL TECHNICIAN	02/10/2020	51,958.87	54,556.87	57,284.70	60,149.04	63,156.39
SENIOR POLICE ADMIN. CLERK	02/10/2020	41,162.55	43,220.82	45,381.71	47,650.71	50,033.33
SENIOR POWER ENGINEER	01/13/2020	116,521.59	122,347.69	128,465.00	134,888.25	141,632.71
SENIOR PROGRAMMER/ANALYST	01/13/2020	81,329.93	85,396.29	89,666.67	94,151.10	98,858.65
SENIOR STOREKEEPER	02/10/2020	47,647.52	50,029.85	52,531.37	55,157.93	57,915.89
SENIOR TRAFFIC ENGINEER	01/13/2020	97,577.75	102,459.59	107,581.58	112,963.46	118,605.69
SERVICE WRITER	02/10/2020	40,262.97	42,276.09	44,389.86	46,609.47	48,939.93
STREET MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
STREET MAINTENANCE WORKER II	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
STREET MAINTENANCE WORKER III	02/10/2020	48,682.37	51,116.44	53,672.20	56,355.90	59,173.67
STREET SUPERVISOR	02/10/2020	61,706.21	64,791.56	68,031.15	71,432.62	75,004.31
SUBSTATION TECHNICIAN	01/13/2020				130,854.36	137,401.68
SUBSTATION/METERING SUPERVISOR	01/13/2020					156,359.06
SUPERVISING ACCOUNTANT	01/13/2020	77,791.30	81,680.78	85,764.92	90,053.18	94,555.79
TRAFFIC/SIGN MAKING WORKER	02/10/2020	42,150.35	44,257.74	46,470.67	48,794.17	51,233.95
TRANSPORTATION MANAGER	01/13/2020	97,577.75	102,459.59	107,581.58	112,963.46	118,605.69
TROUBLESHOOTING SUPERVISOR	01/13/2020					142,140.96
UTILITIES MANAGER	01/13/2020	113,454.99	119,127.86	125,084.25	131,338.33	137,905.36
UTILITIES SUPERINTENDENT - PW	02/10/2020	108,518.77	113,944.70	119,642.00	125,624.10	131,905.31
UTILITY BILLING SPECIALIST	02/10/2020	42,941.24	45,088.31	47,342.72	49,709.86	52,195.34
UTILITY EQUIPMENT SPECIALIST	01/13/2020	73,676.98	77,371.84	81,250.26	85,301.32	89,575.98
W/WW MAINTENANCE WORKER 2	02/10/2020	44,251.75	46,464.42	48,787.64	51,227.01	53,788.32
W/WW MAINTENANCE WORKER I	02/10/2020	40,235.59	42,248.39	44,360.10	46,577.91	48,908.92
WASTEWATER OPERATIONS SUPERVISOR	08/03/2020	69,668.48	73,151.84	76,809.48	80,649.88	84,682.46
WASTEWATER PLANT OPERATOR I	02/10/2020	50,046.27	52,548.63	55,176.00	57,934.81	60,831.58
WASTEWATER PLANT OPERATOR II	02/10/2020	55,052.36	57,805.05	60,695.28	63,730.01	66,916.47
WASTEWATER PLANT OPERATOR III	02/10/2020	60,557.75	63,585.52	66,764.74	70,103.07	73,608.16
WASTEWATER PLANT SUPERINTENDENT	02/10/2020	102,251.88	107,364.61	112,732.51	118,369.14	124,287.59
WATER/WASTEWATER SUPERVISOR	02/10/2020	66,349.75	69,669.30	73,149.76	76,809.48	80,650.72

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WATER/WASTEWATER SUPERVISOR	02/10/2020	71,866.11	75,459.37	79,232.29	83,193.96	87,353.65
WATER PLANT OPERATOR II	02/10/2020	55,052.36	57,805.05	60,695.28	63,730.01	66,916.47
WATER PLANT OPERATOR III	02/10/2020	60,557.75	63,585.52	66,764.74	70,103.07	73,608.16
WATER PLANT SUPERINTENDENT	02/10/2020	102,251.88	107,364.61	112,732.51	118,369.14	124,287.59
WATER SERVICES TECHNICIAN I	02/10/2020	64,239.65	67,451.63	70,824.21	74,365.36	78,083.61
WATER SERVICES TECHNICIAN II	02/10/2020	70,663.50	74,196.65	77,906.50	81,801.89	85,892.01
WATER/WASTEWATER MAINT WKR III	02/10/2020	48,682.37	51,116.30	53,672.34	56,355.90	59,173.67
WATERSHED PROGRAM COORDINATOR	02/10/2020	41,307.71	43,373.00	45,541.61	47,818.72	50,209.74
WELDER - MECHANIC	02/10/2020	50,728.98	53,267.35	55,931.02	58,727.38	61,663.51
YOUTH OUTREACH WORKER	02/10/2020	45,118.24	47,839.66	50,704.31	53,736.02	57,507.86

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		Hourly Rate of Pay				
Part-Time Job Description	Effective Date	Step 0	Step 1	Step 2	Step 3	Step 4
PT - ACCOUNTANT	01/01/2014	39.600				
PT - ADMINISTRATIVE CLERK	12/01/2015	15.250	16.020	16.820	17.660	18.540
PT - ADMINISTRATIVE CLERK - RE	01/01/2014	15.550	16.330	17.150	18.000	18.900
PT - ADMINISTRATIVE SUPPORT	01/13/2020	13.100	13.100	13.750	14.440	15.162
PT - AQUATICS COORDINATOR	01/01/2014	19.510	20.480	21.500	22.580	23.710
PT - AQUATICS FITNESS INSTRUCTOR	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - ASST. ANIMAL CONTROL OFC.	01/01/2014	16.710	17.550	18.420	19.360	20.310
PT - BOAT ATTENDANT I	01/13/2020		13.000	13.230	13.892	14.586
PT - CASHIER	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - CITY PLANNING COMMISSIONER	01/01/2014	20.000				
PT - CODE ENFORCEMENT OFFICER	01/01/2014	21.610	22.690	23.820	25.010	26.260
PT - COMMUNITY SERVICE OFFICER	03/11/2019	22.831	23.973	25.171	26.430	27.751
PT - CONSULTANT	09/26/2019	25.000	100.000			
PT - COURT LIAISON OFFICER	08/02/2018	21.060				
PT - CUSTOMER SERVICE REP	08/31/2015	15.312	16.078	16.882	17.726	18.612
PT - DEPUTY CITY CLK (RET ANN)	10/31/2019	23.380	24.550	25.780	27.060	28.420
PT - DOCENT COORDINATOR	04/03/2019	13.290	13.950	14.650	15.380	16.150
PT - DPTY WATER CONSERVATION OFF.	01/13/2020	13.100	13.100	13.750	14.440	15.162
PT - ELECTRIC ESTIMATOR	01/01/2014	62.350				
PT - ELECTRICAL TECHNICIAN	01/01/2014	57.420				
PT - EVENT AND FACILITIES ATTE	01/01/2014	14.730	15.470	16.240	17.050	17.900
PT - FACILITY MAINT WORKER	02/11/2019	21.273	22.336	23.453	24.626	25.857
PT - FACILITY SUPERVISOR	01/01/2016	13.340	14.000	14.700	15.440	16.210
PT - FIELD SERVICES REP	09/01/2015	20.823	21.864	22.957	24.105	25.310
PT - FINANCE TECHNICIAN	01/01/2014	19.790	20.780	21.820	22.910	24.050
PT - GATE ATTENDANT - RECREATION	01/13/2020		13.000	13.230	13.892	14.586
PT - HEAVY EQUIPMENT MECHANIC	01/01/2014	21.040	22.100	23.200	24.360	25.580
PT - HOUSE MANAGER	01/01/2016	13.340	14.000	14.700	15.440	16.210
PT - INSTRUCTOR-SWIM	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - INTERN	01/01/2020	13.000	15.000	18.000	21.000	25.000
PT - KENNEL TECHNICIAN	05/01/2019	14.730	15.460	16.240	17.050	17.900
PT - LABORER A	01/01/2020	13.000	13.650	14.333		
PT - LABORER B	01/13/2020	14.333	15.050	15.802	16.592	17.422
PT - LEGAL SECRETARY (RET ANN)	10/31/2019	25.780	27.070	28.430	29.850	31.340
PT - LIBRARIAN II	01/01/2014	26.070	27.370	28.740	30.190	31.680
PT - LIBRARIAN'S ASSOCIATE	01/01/2014	17.040	17.890	18.780	19.730	20.700
PT - LIBRARY AID	01/13/2020	13.000	13.432	14.103	14.809	15.549
PT - LIBRARY ASSISTANT	07/01/2015	15.549	16.326	17.143	18.000	18.900
PT - LIFEGUARD	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - LYC COORDINATOR	01/01/2014	16.000	16.790	17.620	18.510	19.440
PT - MANAGEMENT ANALYST	01/01/2014	27.550	28.930	30.380	31.900	33.490
PT - MARKETING COORDINATOR	02/12/2018	22.550	23.740	24.990	26.310	27.690
PT - METER READER	01/01/2014	18.140	19.320	20.280	21.300	22.360
PT - PARK ATTENDANT	01/13/2020	13.000	13.000	13.230	13.892	14.586
PT - PARKING ENFORCEMENT ASST	01/01/2015	17.345	18.213	19.123	20.080	21.084
PT - PARTNERS PROGR SUPERVISOR	03/08/2018	23.000	24.150	25.360	26.630	27.960
PT - PIO RETIRED ANNUITANT	03/17/2020	65.000				
PT - POL. OFFICER/CRIME ANALYST	01/13/2020	38.399				
PT - POLICE CHAPLAIN	01/01/2014	20.000				
PT - POLICE OFFICER	01/13/2020	38.399				
PT - POLICE OFFICER RETRD ANNU	01/13/2020	38.399				
PT - POLICE RECORDS CLERK	01/01/2014	14.700	15.433	16.205	17.015	17.866
PT - PROF. STANDARDS OFFICER	01/01/2014	50.000	55.000			
PT - PROGRAM COORDINATOR	07/01/2018	16.790	17.620	18.510	19.440	20.040
PT - PROGRAMMER/ANALYST	04/01/2018	28.000	29.400	30.870	32.410	34.030
PT - PROPERTY & EVIDENCE TECH	07/01/2019	22.830	23.970	25.170	26.430	27.750
PT - PW INTERN	01/13/2020		13.000	13.230	13.900	14.590
PT - REC.SCOREKEEPER	01/13/2020		13.000	13.230	13.892	14.586
PT - RECREATION LEADER	01/01/2020	13.000	13.650			

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PT - RECREATION SPECIALIST	01/01/2020	14.650	15.380			
PT - RECREATION SUPERVISOR	01/01/2014	12.910	14.240			
PT - RENTAL CONSULTANT	01/01/2014	14.820	15.560	16.340	17.160	18.020
PT - SCENE TECHNICIAN	01/01/2014	14.810	15.550	16.330	17.140	18.000
PT - SENIOR ADMIN CLERK	08/31/2015	16.778	17.617	18.498	19.423	20.394
PT - SENIOR CIVIL ENGINEER	01/01/2014	37.840	39.730	41.720	43.800	45.990
PT - SENIOR LIFEGUARD	01/13/2020			15.315	16.081	16.885
PT - SMALL CRAFT OPERATOR	01/01/2014	17.000				
PT - SPORTS OFFICIAL - ADULT	06/01/2018	25.000				
PT - SPORTS OFFICIAL - YOUTH	01/01/2020	13.000	15.000	18.000	21.000	25.000
PT - SR PROGRAMMER/ANALYST	06/01/2016	32.460	34.082	35.786	37.576	39.455
PT - STAGE TECHNICIAN	01/01/2014	21.200	22.260	23.370	24.540	25.770
PT - SUPPORT SVCS OFFICER	06/07/2017	32.738				
PT - TECHNOLOGY SUPPRT SPECIAL	03/06/2017	23.040	24.190	25.400	26.670	28.000
PT - UTILITY EQUIP. SPECIALIST	01/01/2014	28.060	29.470	30.950	32.490	34.120
PT - UTILITY SERVICE OPERATOR	01/01/2014	60.890				
PT - YOUTH OUTREACH WORKER	01/01/2014	18.900	20.040	21.240	22.510	24.090

AGENDA ITEM C-17

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Appoint Vanessa Madrigal-Lauchland to the Lodi Improvement Committee

MEETING DATE: October 7, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommendation to appoint Vanessa Madrigal-Lauchland to the Lodi Improvement Committee.

BACKGROUND INFORMATION: On August 5, 2020, the City Council directed the City Clerk to post for one vacancy on the Lodi Improvement Committee. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

APPOINTMENT:

Lodi Improvement Committee

Vanessa Madrigal-Lauchland Term to expire March 1, 2022

NOTE: Eight applicants (no applications seeking reappointment, six applications on file, two new applications); posting ordered 8/5/20; application deadline 9/14/20.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

JC/PMF

APPROVED: _____
Steve Schwabauer, City Manager

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AGENDA ITEM C-18

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Three-Year AutoCad Software Subscription Renewal from DLT Solutions, LLC of Herndon, VA ($30,000)

MEETING DATE: October 7, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing a three-year AutoCad software subscription renewal from DLT Solutions, LLC of Herndon, VA in an amount not-to-exceed $30,000.

BACKGROUND INFORMATION: AutoCad is a computer aided design and drafting software application used by Lodi Electric Utility (LEU) engineering staff which serves as the official system of record for LEU's installed distribution infrastructure.

AutoCad allows engineering staff to document electrical distribution infrastructure with an industry specific toolset for electrical design. This software is a key element providing staff the ability to digitally design, create, edit and maintain work orders, maps, details and specifications in an automated environment. These electronic maps are critical to the safe and reliable operation of Lodi's electric distribution system and as such, LEU requires continued access to utilize this tool. Continuing to use this software supports existing efforts to implement a blueprint for LEU's GIS build-out, and provides assistance with numerous system architecture and technical decisions required in the design phase.

In accordance with Lodi Municipal Code, Section 3.20.070, AutoCad is an Autodesk product and DLT Solutions is the only Autodesk authorized government vendor for products and support.

This subscription renewal is required to ensure the most current software updates and features are available as well as associated support. Approximately $1,000 in annual savings is realized with a three-year subscription as proposed.

FISCAL IMPACT: Three-year cost not-to-exceed $30,000.

FUNDING AVAILABLE: LEU Account No. 50061500.72369.

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Jeff Berkheimer
Electric Utility Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THREE-YEAR AUTOCAD SOFTWARE SUBSCRIPTION RENEWAL FROM
DLT SOLUTIONS, LLC, OF HERNDON, VIRGINIA

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WHERAS, AutoCad is a computer aided design and drafting software application used by Lodi Electric Utility (LEU) engineering staff which serves as the official system of record for LEU's installed distribution infrastructure; and

WHEREAS, AutoCad allows engineering staff to document electrical distribution infrastructure with an industry specific toolset for electrical design; and

WHEREAS, this software is a key element providing staff the ability to digitally design, create, edit, and maintain work orders, maps, details, and specifications in an automated environment; and

WHEREAS, these electronic maps are critical to the safe and reliable operation of Lodi's electric distribution system and as such, LEU requires continued access to utilize this tool; and

WHEREAS, continuing to use this software supports existing efforts to implement a blueprint for LEU's GIS build-out, and provides assistance with numerous system architecture and technical decisions required in the design phase; and

WHEREAS, in accordance with Lodi Municipal Code, Section 3.20.070, the bidding process may be dispensed when the commodity can be obtained from only one vendor. AutoCad is an Autodesk product and DLT Solutions is the only Autodesk authorized government vendor for products and support; and

WHEREAS, this subscription renewal is required to ensure the most current software updates and features are available as well as associated support; and

WHEREAS, approximately $1,000 in annual savings is realized with a three-year subscription as proposed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the renewal of a three-year AutoCad software subscription renewal from sole-source vendor DLT Solutions, LLC, of Herndon, Virginia, in an amount not to exceed $30,000.

Dated: October 7, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-19

CITY OF LODI
COUNCIL COMMUNICATION
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AGENDA TITLE: Adopt Resolution Accepting the U.S. Environmental Protection Agency Brownfields Community-Wide Assessment Grant and Appropriating Funds ($300,000)

MEETING DATE: October 7, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt Resolution Accepting the U.S. Environmental Protection Agency Brownfields Community-Wide Assessment Grant and appropriating funds in the amount of $300,000

BACKGROUND INFORMATION: The City of Lodi was awarded its second Brownfields Community-Wide Assessment Grant in April, 2020 in the amount of $300,000. The new, second Community-Wide Assessment Grant project will build on the achievements of the FY 2015 CWA Grant project and continue revitalization assessment and studies on project sites already started to propel them towards reuse. Additionally, the new grant will update the brownfields inventory, and allow for new project sites with targeted areas to be identified, assessed and studied for reuse. The work plan emphasizes engaging the community in the brownfields assessment project's mission, and planning for revitalization.

The Notice of Award is dated 08/20/2020.

Private investment capital will go where it can get a relatively secure rate of return. Using brownfields assessment funds as public incentives to leverage private financing, especially in disadvantaged urban neighborhoods is a popular economic development and redevelopment tool for cities to further promote investment in low and moderate-income urban areas.

The cooperative grant agreement, general terms and conditions, workplan and budget are attached.

The budget and project period are 10/01/2020 to 09/30/2023. The grant number is 98T09801.

FISCAL IMPACT: The grant awards $300,000 to the City of Lodi which funds projects on a reimbursement basis.

FUNDING AVAILABLE: The acceptance of the funds will allow for the establishment of a Fiscal Year 20-21 appropriation. The grant funds will be available for a three year period. The 2020-2023 US EPA Brownfields Community-Wide Assessment Grant will have the following Revenue and Expense accounts:

Revenue account:	27083000.56004	$300,000
Expense account:	27083000.72450	$300,000

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Astrida Trupovnieks
Business Development Manager

APPROVED: _____
Stephen Schwabauer, City Manager

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 98T09801 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** BF	**DATE OF AWARD** 08/20/2020
TYPE OF ACTION New	**MAILING DATE** 08/27/2020
PAYMENT METHOD: ASAP	**ACH#** 90345

RECIPIENT TYPE:
Municipal

Send Payment Request to:
US EPA
RTP-Finance Center
Email:rtpfc-grants@epa.gov

RECIPIENT:	**PAYEE:**
City of Lodi 221 W. Pine Street Lodi, CA 95240 **EIN:** 94-6000361	City of Lodi 221 W. Pine Street Lodi, CA 95240

PROJECT MANAGER	**EPA PROJECT OFFICER**	**EPA GRANT SPECIALIST**
Astrida Trupovnieks 221 W. Pine Street Lodi, CA 95240 **E-Mail:** atrupovnieks@lodi.gov **Phone:** 209-333-6874	Kelly Garbach 75 Hawthorne Street, LND-2-1 San Francisco, CA 94105 **E-Mail:** garbach.kelly@epa.gov **Phone:** 415-972-3300	Danielle Carr Grants Branch, MSD-6 **E-Mail:** carr.danielle@epa.gov **Phone:** 415-972-3871

PROJECT TITLE AND DESCRIPTION
BROWNSFIELD ASSESSMENT COOPERATIVE AGREEMENT

This agreement will provide funding for the City of Lodi to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the City of Lodi, California. The City has identified multiple priority brownfields sites in the Target Area for which reuse plans will advice municipal and community goals for educational opportunities, strategic investment in job training and job creation, and addressing issue of food insecurity for historically underserved populations. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant.

This assistance agreement provides federal funding in the amount of $300,000 is competed under EPA-OLEM-OBLR-19-05 and obligated as part of this funding action.

BUDGET PERIOD	**PROJECT PERIOD**	**TOTAL BUDGET PERIOD COST**	**TOTAL PROJECT PERIOD COST**
10/01/2020 - 09/30/2023	10/01/2020 - 09/30/2023	$300,000.00	$300,000.00

NOTICE OF AWARD

Based on your Application dated 07/20/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $300,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $300,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	**AWARD APPROVAL OFFICE**
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9 Land, Chemicals and Redevelopment Division, LND-1 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer	**DATE** 08/20/2020

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 300,000	$ 300,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 300,000	$ 300,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2009QE0124	20	E4	09Q2AG7	000D79	4114	-	-	300,000
									300,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$16,000
2. Fringe Benefits	$0
3. Travel	$2,500
4. Equipment	$0
5. Supplies	$0
6. Contractual	$279,500
7. Construction	$0
8. Other	$2,000
9. Total Direct Charges	$300,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$300,000
12. Total Approved Assistance Amount	$300,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$300,000
15. Total EPA Amount Awarded To Date	$300,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Six Good Faith Efforts 40 CFR § 33, Subpart C /Contract Provisions /Bidders List

Pursuant to 40 CFR § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR § 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR § 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR § 33.501(b) and (c)

The recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. The recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR § 33.501 (b) and (c) for specific requirements and exemptions.

D. Disadvantaged Business Enterprise (DBEs) - UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR §1500.3(b).

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR §1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

E. MBE/WBE Reporting

General Compliance, 40 CFR, Part 33, Subpart E – Non-Reporting Condition

This award does not meet the conditions below and is not subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements based on EPA's review of the planned budget. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds the Simplified Acquisition Threshold (currently set at $250,000), annual reports will then be required and you must notify your EPA grant specialist for additional instructions.

MBE/WBE reports from grantees are required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation (currently set at $250,000), including amendments and/or modifications.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

See Attachment A for Applicable Programmatic Terms and Conditions.

The following Programmatic Terms and Conditions also Apply:

Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose

additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of date from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

-- END OF DOCUMENT --

EPA General Terms and Conditions
Effective October 1, 2020

1. Introduction

(a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

(b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at https://cfo.gov/cofar on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. **Reimbursement Limitation**
EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8.

5. **Automated Standard Application Payments (ASAP) and Proper Payment Draw Down**

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception or the assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under 31 CFR 208.4; or,
- The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers.
To enroll in ASAP, complete the ASAP Initiate Enrollment form located at:
https://www.epa.gov/financial/forms and email it to rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: https://www.fiscal.treasury.gov/asap/.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

Proper Payment Drawdown (for recipients other than states)

a. As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

b. Recipients may not retain more than 5% of the amount drawn down, or $1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.

c. If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at 2 CFR 200.305(b)(8) and (9) regarding depositing advances of Federal funds in interest bearing accounts.

d. Information on how to repay EPA via check is available at https://www.epa.gov/financial/makepayment. Instructions on how to return funds to EPA electronically via ASAP are available at https://www.fiscal.treasury.gov/asap/

e. Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.207 and/or 200.338.

f. If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Selected Items of Cost

6. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**
This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or

Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

7. **Consultant Cap**
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

8. **Establishing and Managing Subawards**

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients

As a pass-through entity, the recipient agrees to:

8.1 Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

a. For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

b. Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

8.2 Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

8.3 Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled **"Central Contractor Registration/System for Award Management and Universal Identifier Requirements"** T&C of the pass-through entity's agreement with the EPA.

8.4 Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

c. Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."

e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

8.5 Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

8.6 Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:
a. Prior experience with same or similar subawards;
b. Results of previous audits;
c. Whether new or substantially changed personnel or systems, and;
d. Extent and results of Federal awarding agency or the pass-through entity's monitoring.

8.7 Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

a. Requiring payments as reimbursements rather than advance payments;
b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
c. Requiring additional, more detailed financial reports;
d. Requiring additional project monitoring;
e. Requiring the non-Federal entity to obtain technical or management assistance, and
f. Establishing additional prior approvals.

8.8 Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

8.9 Establish and maintain an accounting system which ensures compliance with the $25,000 limitation at 2 CFR 200.68 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

8.10 Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

8.11 Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

8.12 Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

8.13 Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

8.14 Establish and maintain a system under 2 CFR 200.331(d)(3) and 2 CFR 200.521(c) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

8.15 As provided in 2 CFR 200.332, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 8.1 through 8.15 above or will refrain from making subawards until the systems are designed and implemented.

9. **Management Fees**
Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. **Federal Employee Costs**
The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. **Foreign Travel**
EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. **The Fly America Act and Foreign Travel**
The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

13. **Central Contractor Registration/System for Award Management and Universal Identifier Requirements**

13.1. **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

13.2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the recipient is authorized to make subawards under this award, the recipient:

a. Must notify potential subrecipients that no entity (definition paragraph 12.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

b. May not make a subaward to an entity unless the entity has provided its DUNS number.

13.3. **Definitions**. For the purposes of this award term:

a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional

information about registration procedures may be found at the System for Award Management (SAM) Internet site: https://www.sam.gov/SAM/

b. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform/).

c. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

13.3.c.1. A Governmental organization, which is a State, local government, or Indian tribe;

13.3.c.2. A foreign public entity;

13.3.c.3. A domestic or foreign nonprofit organization;

13.3.c.4. A domestic or foreign for-profit organization; and

13.3.c.5. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.

d. **Subaward:**

13.3.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

13.3.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

13.3.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

e. **Subrecipient** means an entity that:

13.3.e.1. Receives a subaward from the recipient under this award; and

13.3.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

14. Reporting Subawards and Executive Compensation

14.1. Reporting of first-tier subawards.

a. **Applicability.** Unless the recipient is exempt as provided in paragraph 14.4. of this award term, the recipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 12.5 of this award term).

b. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 14.1.a of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

c. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

14.2. Reporting Total Compensation of Recipient Executives.

a. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

14.2.a.1. the total Federal funding authorized to date under this award is $25,000 or more;

14.2.a.2. in the preceding fiscal year, the recipient received:(i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the

Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

14.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: https://www.sec.gov/fast-answers/answers-execomphtm.html.)

b. **Where and when to report.** The recipient must report executive total compensation described in paragraph 14.2.a of this award term: (i.) As part of the registration Central System for Award Management profile available at https://www.sam.gov/SAM/ (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

14.3. Reporting of Total Compensation of Subrecipient Executives.

a. **Applicability and what to report.** Unless exempt as provided in paragraph 14.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

14.3.a.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

14.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: https://www.sec.gov/fast-answers/answers-execomphtm.html.)

b. **Where and when to report.** The recipient must report subrecipient executive total compensation described in paragraph 14.3.a. of this award term:

14.3.b.1. To the recipient.

14.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

14.4. Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

14.4.a.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

14.5. Definitions. For purposes of this award term:

a. **Entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

b. **Executive** means officers, managing partners, or any other employees in management positions.

c. **Subaward:**

14.5.c.1. This term means a legal instrument to provide support for the performance of any portion

of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

14.5.c.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

14.5.c.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

d. **Subrecipient** means an entity that:

14.5.d.1. Receives a subaward from the recipient under this award; and

14.5.d.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

e. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

14.5.e.1. Salary and bonus.

14.5.e.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

14.5.e.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

14.5.e.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

14.5.e.5. Above-market earnings on deferred compensation which is not tax-qualified.

14.5.e.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

15. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

15.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

15.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

15.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

15.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

15.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and

condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

15.2.c.4. Any other criminal, civil, or administrative proceeding if:

15.2.c.4.1. It could have led to an outcome described in paragraph 13.2.c.1, 13.2.c.2, or 13.2.c.3of this award term and condition;

15.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

15.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

15.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

15.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 15.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

15.5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

15.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

15.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

16. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is available on the internet at: https://www.epa.gov/financial/forms. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

17. Indirect Cost Rate Agreements

This term and condition implements EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy) and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs.

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
    - Provisional;
    - Final;
    - Fixed rate with carry-forward;
    - Predetermined;
    - 10% *de minimis* rate authorized by 2 CFR 200.414(f)
    - EPA-approved use of one of the following on an exception basis for EPA agreements:
        - 10% *de minimis* as detailed in section 6.3 of the IDC Policy; or
        - Expired fixed rate with carry-forward as detailed in section 6.4.a. of the IDC Policy.
- "Exempt" state or local governmental departments or agencies are agencies that receive up to and including $35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate proposal developed in accordance with 2 CFR 200 Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs pending approval of their IDC rate by the cognizant Federal agency or an exception granted by EPA under section 6.3 or 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.331(a)(4) when establishing indirect cost rates for subawards.

See the Indirect Cost Guidance for Recipients of EPA Assistance Agreements for additional information.

18. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facides.census.gov/
For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: https://facweb.census.gov/

19. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: https://www.epa.gov/grants/frequent-questions-about-closeouts

20. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

21. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.338, and may also pursue suspension and debarment.

22. Disclosing Conflict of Interests

22.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

22.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with section s 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

23. Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the 2 CFR 200.88 Simplified Acquisition Threshold. The Simplified Acquisition Threshold is currently set at $250,000 but the amount is subject to adjustment.
(1) As provided at 2 CFR 200.308(e), recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.
(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Recipients must also notify the EPA Grant Specialist and Project Officer when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514. when EPA's share of the total project costs exceeds the 2 CFR 200.88 Simplified Acquisition Threshold. The Simplified Acquisition Threshold is currently set at $250,000 but the amount is subject to adjustment.
Recipients of continuing environmental program grants subject to 40 CFR 35.114 and 40 CFR 35.514 must notify the EPA Grant Specialist and Project Officer of funding transfers among direct budget categories, programs, functions and activities or transfers that change amounts budgeted for indirect costs, but prior EPA approval is not required unless the transfer results in significant changes to work plan commitments. Recipients must obtain prior written approval if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award, in response to a previous post-award request by the recipient, or is subject to an EPA waiver of prior approval under 40 CFR 35.114(d) or 40 CFR 35.514(d).

24. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)
Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g. 18 U.S.C. 1001).

25. Extension of Project/Budget Period Expiration Date
EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In

addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

Programmatic General Terms and Conditions

26. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

27. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

28. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at iEdison.gov . Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at iEdison.gov. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

29. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

30. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.
Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards).

31. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

32. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the recipient should consult the *Guide for Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

33. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);

(2) A description of the purpose, agenda, location, length and timing for the event; and,

(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has

provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

34. Tangible Personal Property

34.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

34.2 Disposition

- **34.2.1 Most Recipients.** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.
- **34.2.2 State Agencies.** Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.
- **34.2.3 Superfund Recipients.** Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

35. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern* *(iDURC Policy)*. If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research

involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* *"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

36. Research Misconduct

In accordance with 2 CFR 200.328, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
A. Public health or safety is at risk.
B. Agency resources or interests are threatened.
C. Circumstances where research activities should be suspended.
D. There is a reasonable indication of possible violations of civil or criminal law.
E. Federal action is required to protect the interests of those involved in the investigation.
F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

37. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

37.1 Scientific Products

37.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review policy.

37.1.1 Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

37.1.2 Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

37.2 Scientific Findings

37.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

37.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

37.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

37.2.4 Document the use of independent validation of scientific methods.

37.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

37.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

37.3 Scientific Misconduct

37.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

37.3.2 Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

37.3.3 Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

37.3.4 Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

37.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at:

https://youtu.be/FQJCy8BXXq8. A training video is available at: https://youtu.be/Zc0T7fooot8.

Public Policy Requirements

38. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and https://www.justice.gov/crt/title-ix

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:

1. For Title IX obligations, 40 C.F.R. Part 5; and
2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part7.
3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled

"Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi

ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

39. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

40. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

41. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms

accordingly.

iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over $100,000:

i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

42. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement

does not apply to reports prepared on forms supplied by EPA.

43. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

44. Trafficking in Persons

a. **Provisions applicable to a recipient that is a private entity.**
   i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
      1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      2. Procure a commercial sex act during the period of time that the award is in effect; or
      3. Use forced labor in the performance of the award or subawards under the award.
   ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
      1. Is determined to have violated a prohibition in paragraph a of this award term; or
      2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
         a. Associated with performance under this award; or
         b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our Agency at 2 CFR 1532.

b. **Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
   i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
      1. Associated with performance under this award; or
      2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR 1532.

c. **Provisions applicable to any recipient.**

i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a and b:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. **Definitions.** For purposes of this award term:

i. ''Employee'' means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. ''Private entity'':

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
2. Includes:
   a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
   b. A for-profit organization.

iv. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT PROGRAM

WORK PLAN

Cooperative Agreement #: (TBD)

FOR

Community Wide Assessment (CWA) Grant-City of Lodi, CA (FY 2020)

June 29, 2020

Prepared By: *City of Lodi*

Submitted by
Astrida Trupovnieks
Business Development Manager, Economic Development
City of Lodi
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FY 2020 Brownfields Community-Wide Assessment Grant
Lodi, California Work Plan

A. Recipient Title

Community-Wide Assessment (CWA) Grant Proposal-City of Lodi, CA (FY 2020)

B. Background

Lodi, deep-rooted in California's rival wine country, is evolving into the state's second most popular wine grape growing region. While it doesn't stretch along the north Pacific coast or the ultra-warm region of the south, its Mediterranean climate creates the perfect Zinfandel varietal, and offers up an ideal location for the exploration and implementation of agricultural innovation and technology to well serve the wine business now and in the future.

Throughout its history, the area's identity and culture have developed through agriculture, and the City continues to honor and build on these roots. Despite legacy environmental contamination, loss of manufacturing jobs, and a shift of resources towards neighboring Silicon Valley, Lodi has continued to invent and deliver high quality science and technology solutions to support its agriculture industry. Simply put, smart farming methods have been locally created and employed to position the industry towards greater success and sustainability. Lodi and points throughout San Joaquin County are fertile ground for the incorporation of information materials and communication technologies into machinery, equipment, and even sensors for use in the wine grape and other agricultural production. Agriculture in San Joaquin County routinely uses sophisticated technologies such as temperature and moisture sensors, aerial images and GPS technology to allow for its businesses to be more profitable, efficient, safer and more environmentally friendly.

In addition to agricultural research and technology, other industries centering on technology have moved into Lodi. Advanced medical manufacturing, plastics, food processing and transportation/warehousing have located in Lodi because the cost of doing business is lower than other parts of California. While the location quotient of agriculture in Lodi is five times that of the national employment in agriculture, the location quotients of manufacturing, research and technology, and engineering-related location quotients is less than one, indicating the regional employment in these industries is lower than the national average, and has capacity to increase concentration.

The City is working to strengthen its economy by assessing, remediating, and reusing its legacy industrial sites and obsolete commercial properties and attracting new, environmentally sustainable industry. New industry will help strengthen and sustain interdependent industries including hospitality, retail, and home-building. The historic downtown, revitalized in the 1990s, is struggling to survive and maintain its destination typology.

This new, second Community-Wide Assessment Grant project will build on the achievements of the FY 2015 CWA Grant project and continue revitalization assessment and studies on project sites already started to propel them towards reuse. Additionally, the new grant will update the brownfields inventory, and allow for new project sites within the Target Areas to be identified, assessed and studied for reuse.

C. Goals and Objectives

a. EPA Strategic Plan

This project supports EPA's Strategic Plan and GPRA Goal 1: Objective 1.3 Revitalize Land and Prevent Contamination - Provide better leadership and management to properly clean up contaminated sites to revitalize and return the land back to communities.

b. Project Goals

Project Goals: The mission of the City of Lodi's FY 2020 CWA Grant is to develop an economic development strategy for brownfields sites that reflect returning land to a productive use in an environmentally sustainable way for people and the planet.

Specific project goals are:

1. To progress towards cleanup and revitalization of priority sites initially assessed and studied during the FY 2015 CWA project (existing priority sites)

2. To perform environmental assessments and studies to advance new priority sites towards cleanup, revitalization and preparation for reuse, as needed, based on site-specific redevelopment needs.

3. To update the comprehensive brownfields inventory as additional studies on existing priority sites are completed, and as new priority sites are identified in the Opportunity Zone, as applicable.

4. To engage the community in the brownfields mission, and planning for revitalization within Target Areas.

Outputs:
1. Complete ESA assessments, as needed, regulated building materials (RBM) surveys, Phase II site assessments, site- and area-wide planning studies, and/or assessments of brownfield cleanup alternatives (ABCAs) for identified priority or catalyst sites.

2. Complete additional site- or area-wide planning activities for five priority sites assessed in the FY 2015 project in order to further support proposed redevelopment activities.

2. Update the Brownfields Inventory/GIS Database as activities are completed.

3. Track brownfields assessments and studies in quantifiable terms to develop economic development and redevelopment project metrics.

4. Prepare outreach materials and brownfields webpage to engage community and inform stakeholders of brownfields reuse progress.

5. Identify and assess new priority sites, as needed, in response to active developer interest and investment.

Outcomes: Simply put, private capital will go where it can get a relatively secure rate of return. Using brownfields assessment funds as public incentives to leverage private financing, especially in disadvantaged urban neighborhoods is a relatively longstanding concept and practice. In recent years, layering public incentives has become a popular economic development and redevelopment tool further promoting private investment in low-and moderate-income urban areas.

In Lodi, brownfields assessment funds will be employed within a broader, well-planned economic strategy by connecting to the benefits from the larger economic dynamics of the entire metropolitan region, investing in the assets of the community that make Lodi special, promoting new development tied to attracting and retaining businesses and jobs, and implementing local workforce skill-building. Lodi brownfields assessment funds will take advantage of such key assets as its electric utility, water and wastewater capacity, central location, proximity to rail, transportation accessibility, availability of development sites, and broadband fiber optic cable.

The World of Wonders (WOW) Science Museum, strategically located in Lodi's historic downtown at 2 N Sacramento Street, has served as a place where young people become inspired by science through hands-on experiences, demonstrations, and opportunities to personally discover science principles and phenomena. In existence since 2009, the museum has had over 80,000 visits generated from schools (K-12) located in the Central Valley. Student diversity being served by WOW is high. Over 47 percent of students are Hispanic or Latino, 25 percent

are White, 11 percent are Asian, and 6 percent are African American. The planned expansion will enable the Museum to become a science center for advanced teachers of science and will support the Next Generation Science Standards (NGSS) in its offering of training and materials.

To date, brownfields assessment funds are serving to leverage private funding for the WOW Science Museum Expansion to secure $3.9 million to pay off loans for five parcels purchased to date and to purchase two additional parcels. Over $1 million in private donations have been received towards total project costs estimated to be $28 million. The Lodi Electric Utility has committed funding to install photovoltaic cells for rooftop solar energy on the new expanded facility and to abrogate City right-of-way needed to facilitate planned indoor facilities as well as an outdoor science plaza.

The expansion project has identified a five-year critical path beginning with a fund raising campaign and completion of land acquisition in year one, hiring a design team and construction a building pad in year two, planning and permitting in year three, project start in year four, and expansion construction in year five. The current operations of the science museum and its expansion is overseen by a board of directors and staff.

The former General Mills facility located within the Target Areas has over 1.1 million square feet on over 75 acres with a two-directional rail spur, forty loading dock doors, 196 trailer positions for trailer parking, and over 480 auto parking stalls with room to expand. The facility and site is already served by two independent high distribution capacity electric lines and a dedicated substation. The entire complex is 2.2 miles west of SR 99.

The former General Mills facility is being actively marketed. The owner, who is the existing occupant, is prepared to make concessions on all or a part of the complex for productive reuse, or sale.

The priority sites, 22 E. Locust Street and the former Piemonte Hotel are located within two blocks of the Lodi Transit Station. Centrally located and close to the historic downtown, 22 E. Locust Street is currently being evaluated by a qualified stakeholder for development. The Piemonte Hotel site is being evaluated for affordable senior housing. The renovated Sunset Theater and associated retail will serve as amenities for the proposed senior affordable housing use. Both sites would serve as neighborhood anchors and help achieve Lodi's broader economic development goals articulated above.

The historic Sunset Theater and former Alexander's Bakery have recently been purchased, and will be the future site of a period-specific renovated theater, entertainment, and banquet venue with parking garage. Deploying additional brownfields funding to these historic sites has leveraged private investment from the current owner, a long-time resident and business-owner in Lodi. Motivated by preserving Lodi's historic structures, the new owner has invested $800,000 to date, and estimates a total project cost of $ 6.5 million.

D. Tasks

Contractors and Subawards:

The City of Lodi is planning to Stantec Consulting Services, Inc. (Stantec) to serve as the environmental consultant for the project, through an amendment to its existing contract for the implementation of the previous CWA Grant. The rationale for use of Stantec include:

1. Stantec served in a similar role for implementation of the City's FY2015 CWA Grant. Work performed by Stantec was of high quality and included similar tasks and activities including completion of the comprehensive brownfield inventory, performance of ESAs, completion of remedial action/reuse planning activities in alignment with community plans and objectives, and support with EPA required reporting.

2. Implementation of the FY2015 grant was performed in accordance with a Professional Services Agreement (PSA) executed between the City and Stantec on April; 5, 2016. Modifications to the project scope, schedule, and/or budget were implemented through three amendments to the PSA executed on September 4, 2019 (No. 1), December 18, 2019 (No.2), and April 15, 2020 (No. 3). .

3. The original PSA with Stantec was the result of a qualifications based procurement completed in compliance with 2 CFR Parts 200 and 1500, 40 CFR and Lincoln Municipal Code Section 3.20.075. Documentation related to the procurement was previously submitted to EPA. Following approval of the Cooperative Agreement Work Plan for the FY2020 grant by EPA, the City will execute an Amendment to the PSA for consulting services to be performed by Stantec in support of implementation of the Work Plan. It is anticipated that this agreement will be executed on or before October 1, 2020.

Task 1 - Cooperative Agreement Oversight and Reporting

a. Task Description

These are activities central to achieving the purpose of the grant including program development, financial and performance monitoring and reporting, and coordinating with EPA and the contractor to facilitate project progress. This task also includes educating City staff and providing opportunities to network with other brownfields grant recipients and EPA staff at conferences.

The essential elements are:

- Quarterly Reports: The City will submit quarterly progress reports to the EPA Project Officer within thirty days after each federal reporting period ends (January 30, April 30, July 30, and October 30). Quarterly reports will reveal project status, financial expenditures, describe results of work and data, describe anticipated work necessary to complete projects, and report any impediments to project completion. This report will be in accordance with EPA regulations for monitoring and reporting program performance.

- Property Profile Forms/ACRES: This report identifies each property address and will align with the quarterly report. Information will include specific activities performed per site i.e., completion of phase one or phase two assessments, status/completion of studies, etc.

- Annual Reports: The City will complete Federal Financial Reports (Form 425) annually by the due date of each project year and at the close of the grant. The City will complete Disadvantaged Business Enterprise Reporting by the due date.

- Final Performance and Closeout Reporting: The City will provide a final report summarizing the accomplishments of the grant project period. This report will reflect each site assessed, specific activities accomplished, reports and funds expended per priority site. It will also contain a description of status of reuse, and an objective opinion on whether the project goals and objectives have been attained.

- Initial Project Planning Pre-Award and Pre-Notice to Proceed: The City will communicate with EPA Brownfields Project Officer, Kelly Garbach, regarding the work plan, budget, and administrative documents. Following EPA review and approval of these documents, the City anticipates receiving the terms and conditions of the grant which will require City of Lodi legal review. A resolution will be prepared to accept the terms and conditions of the FY2020 CWA Grant following EPA review and approval of the work plan and legal review in advance of the grant start date of October 1, 2020.

- Staff Education and Networking- The City intends to be represented at the next national brownfields conference in Oklahoma City, Oklahoma in 2021. These travel costs are included in the proposed budget. Should the City identify one other brownfields education and networking opportunities in this grant cycle, staff will attend, as budgeted.

b. Task Budget
Cost: Brownfields Grant- $14,500

c. Schedule
Task Start Date: October 1, 2020 Task Completion Date: September 30, 2023

d. Deliverables

The City of Lodi project manager, Astrida Trupovnieks will be responsible for completing grant-eligible programmatic and administrative requirements under the cooperative agreement. Astrida will track project progress and budget to ensure expenditure of funds as identified in quarterly and annual reports. Any proposed changes in activities and budgets with be discussed with, and approved by the EPA. The City's contractor will provide assistance with reporting as reflected in this task.

The deliverables include:

- Approved FY 2020 CA Work Plan, City of Lodi City Council Resolution, and Executed Cooperative Agreement.
- Twelve Quarterly Progress Reports, three DBE reports, ACRES updates, per site, as needed, one final closeout report, and attendance at two brownfields conferences.

Task 2 –Inventory Update and Site Selection

a. Task Description

The City will prepare an update to the citywide brownfields inventory database and GIS files prior to beginning priority site activities. The City anticipates a review of all sites, updating the database to reflect FY 2015 grant accomplishments, contemplating next steps for existing sites, an identification of new priority sites, and finally, re-prioritization of sites in response to current market conditions. This step is critical for primarily three reasons: 1) the number of sites in the existing database; there are currently 51 sites in the brownfields database, 2) the Brownfields Advisory Committee, including the City project management team, must become familiar with the inventory and be able to provide advice on priority sites moving forward, and 3) the FY 2020 CWA Grant project will have an additional focus which includes the City's Opportunity Zone.

b. Task Budget

Cost: Brownfields Grant - $16,000

c. Schedule

Task Start Date: October 15, 2020 Task Completion Date: January 30, 2121

d. Deliverables

The City of Lodi project manager, Astrida Trupovnieks will be responsible for overseeing the progress and completion of this task.

Specific deliverables include:

- Updated inventory and GIS files.
- Inventory report complete with narrative of site descriptions, site accomplishments,

parcel map and prioritization update.

Task 3 – Implementation of Phase I and II Environmental Site Assessments

a. Task Description

The City plans to conduct approximately eight Phase I ESAs and four Phase II ESAs on the priority sites described. The ESAs will be completed consistent with ASTM E1527-13 standard and the All Appropriate Inquiry (AAI) Final Rule. The contractual costs will be ascertained and will vary depending upon a variety of factors including but not limited to size, uses both past and presumed future use, unknown conditions, and recognized environmental conditions.

The proposed budget for this task includes up to three regulated building material (RBM) surveys in buildings at priority sites, and the preparation of eligibility determination (ED) forms, securing access agreements, preparation of a quality assurance project plan (QAPP) to be approved by EPA prior to any Phase II ESAs or RBM surveys, and preparation of site-specific sampling and analysis plans (SAPs). Furthermore, Health and Safety Plans (HASPs) for Phase I ESAs and RBM surveys will be prepared. Finally, this task will include completion of National Historic Preservation Act (NHPA) Section 106 and Endangered Species Act Section 7(a)(2) submittals, as necessary.

b. Task Budget

Cost: Brownfields Grant- $180,000

c. Schedule

Task Start Date: October 15, 2020 Task Completion Date: September 30, 2023.

d. Deliverables

The City of Lodi project manager, Astrida Trupovnieks will be responsible for overseeing the progress and completion of this task. This task will be completed by the project contractor with input from the BAC.

Specific deliverables include:

- One QAPP, 8 ED forms, 8 Phase I ESAs, 4 SAPs, 4 Phase II ESAs, and 3 RBM surveys.

Task 4 – Remedial Planning

a. Task Description

Remediation plans will be prepared to identify and evaluate alternatives or further environmental investigation, as needed. Approaches acceptable to the EPA will be applied to the development of remediation alternatives. An important component of remediation plans is a cost-benefit

analysis. Cost estimates will be developed for the alternatives and a report will prepared and provided to the EPA for its approval.

b. Task Budget
Cost: Brownfields Grant- $ 16,000

c. Schedule
Task Start Date: October 15, 2020 Task Completion Date: September 30, 2023

d. Deliverables
The City of Lodi project manager, Astrida Trupovnieks will be responsible for overseeing the progress and completion of this task.

Specific deliverables include:

- Two Remedial Action Plans

Task 5 – Community Outreach

a. Task Description
The City is enthusiastic to implement this task. The FY2020 CWA Grant opportunity is anticipated to create a pathway to establishing a permanent community-based development organization that eventually could play the role of primary developer for neighborhood brownfields sites, including the Opportunity Zone. While this goal is long-term and extends beyond the grant period, it is important to highlight the roles this community-based organization including buying and selling property compatible with the reuse plan, financing, holding property for future redevelopment, and providing reuse oversight.

A public engagement plan will describe the FY2020 CA community involvement task. This task begins with the formation of a new Brownfields Advisory Committee (BAC) initially comprised of community members who participated in the City's 2020 Vision Plan. The BAC will meet with the project management team (PMT) up to nine times throughout the three-year grant period providing input with respect to site selection, cleanup plans, and future reuse of the priority brownfield sites. The BAC will be comprised of representatives across numerous sectors: 1) target area neighborhood residents, 2) target area business owners 3) real estate, 4) legal, 5) banking, 6) workforce and education, 7) senior community, 8) faith-based organizations, and 9) non-profit agencies. The PMT and the City's contractor will host additional public outreach meetings in Target Area neighborhoods and/or individual meetings with key property owners as necessary to advance program goals and objectives.

Other potential funding sources will provide education and training opportunities for members of the BAC.

Meetings with the BAC will be held at City Hall and the Lodi Chamber of Commerce where the project contractor and PMT will provide sufficient information to equip the BAC to make meaningful decisions regarding site selection and reuse. The broader community will be able to input into the brownfields mission and project goals by posting to social media linked to the new Brownfields webpage hosted by www.lodi.gov.

Printed outreach and educational materials will highlight the role and responsibility of the EPA. These materials will include but not be limited to a brochure targeting property owners, lenders, and developers as well as other sectors represented on the BAC, fact-sheets, and FAQs. The brownfields webpage will be updated to align with project progress.

b. Task Budget

Cost: Brownfields Grant- $ 12,500

c. Schedule

Task Start Date: October 15, 2020 Task Completion Date: September 30, 2023

d. Deliverables

The City of Lodi project manager, Astrida Trupovnieks will be responsible for overseeing the progress and completion of this task. The PMT will coordinate and participate with all outreach activities articulated above. The project contractor will assist with preparing materials referenced above, and in presentations to the BAC. City staff will create and update the Brownfields webpage and monitor/respond to postings on social media.

Specific deliverables are:

- Public Engagement Plan, up to nine BAC meetings, up to two open house gatherings in target areas, Brownfields webpage, brochure, fact sheet, FAQs, and press releases, as needed.

Task 6 – Reuse Planning

a. Task Description

At least one existing priority site (Former General Mills facility) is a large site with exceptional public infrastructure and close access to a major transportation route. The former Piemonte Hotel Property is well-suited to the development of multi-family affordable senior housing with close access to transit, grocery, pharmacy and banking. These sites warrant reuse planning to facilitate project development and developer interest.

The WOW Science Museum project and the former Sunset Theater/Alexander's Bakery properties require market feasibility studies documenting demand for reuse to obtain investor interest and project financing.

b. Task Budget
Cost: Brownfields Grant- $61,000

c. Schedule
Project Start Date: October 15, 2020 Project Completion Date: September 30, 2023

d. Deliverables
The City of Lodi project manager, Astrida Trupovnieks will be responsible for overseeing the progress and completion of this task. The project contractor will prepare the reuse plans in conjunction with the PMT and BAC.

Specific deliverables are:

- Four Reuse Plans or Market Studies

E. Schedule of Milestones & Deliverables
Please see Attachment 2.

F. Budget Summary
Please see Attachment 1.

G. Greening Grants

The City of Lodi supports greener meetings. Some of the smart sustainability practices recently undertaken are:

- Economic development tools illustrating conceptual reuse and redevelopment highlight energy efficient and sustainable building performance, open green spaces and opportunities for public art reflecting Lodi's wine and agriculture history, creative organic place-making and the elimination of blight.

- The concepts of reuse will be aligned with reducing the carbon footprint, a generally cleaner environment, and an anti-littering message, where possible.

- Meetings with the BAC and other stakeholders will begin with the introduction of a green environmental meeting policy highlighting no giveaway tokens, or any single-use items.

- A percentage of the meetings will be held electronically.
  Meeting agendas will be mailed electronically, and attendees will be asked to share handouts.

- The City will source locally for any printing needs.

Signature: BA Trupovnieks
BA Trupovnieks (Sep 28, 2020 15:33 PDT)
Email: atrupovnieks@lodi.gov

Signature: Andrew Keys
Email: akeys@lodi.gov

RESOLUTION NO. 2020-__

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
THE U.S. ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT;
AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, the City of Lodi has been awarded a $300,000 Brownfields Community-Wide Assessment (CWA) Grant from the U.S. Environmental Protection Agency (US EPA); and

WHEREAS, the grant funds will be used to expand the sustainable brownfields program which began in FY 2015 characterized by the completion of a comprehensive brownfield inventory, prioritization of revitalization opportunities, performance of Phase I and Phase II site assessments, and the preparation of remedial action/reuse planning activities in alignment with established community plans and objectives; and

WHEREAS, the City must accept a Cooperative Agreement with the US EPA effective the start of the federal fiscal year on October 1, 2020, which includes an approved work plan and budget;

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby accept the $300,000 Brownfields Community-Wide Assessment Grant award by the U.S. Environmental Protection Agency; and

BE IT FURTHER RESOLVED that funds in the amount of $300,000 be appropriated. The Account Code for the revenue appropriation is 27083000.56004 and the Account Code for the expense appropriation is 27083000.72450.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-_____

AGENDA ITEM C-20

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution to Ratify City Manager's Extension of Great Plates Delivered Program through October 9, 2020, and Adjustment of FY 20-21 Appropriation in an Appoximate Amount of $934,567 to Existing Appropriation of $2,388,265 for a Total Amended Appropriation of Approximately $3,322,832; and Further Authorize City Manager to Extend City's Participation in Great Plates Delivered Program After Current Program End Date of October 9, 2020 and Increase Appropriations Contingent Upon State and Federal Extension of Program and Corresponding Reimbursements at 93.75 Percent

MEETING DATE: October 7, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt resolution to ratify City Manager's extension of Great Plates Delivered Program through October 9, 2020, and adjustment of FY 20-21 appropriation in an approximate amount of $934,567 to existing appropriation of $2,388,265 for a total amended appropriation of approximately $3,322,832; and further authorize City Manager to extend City's participation in Great Plates Delivered program after current program end date of October 9, 2020 and increase appropriations contingent upon State and Federal extension of program and corresponding reimbursements at 93.75 percent

BACKGROUND INFORMATION: The City of Lodi has participated as a local administrator of the Great Plates Delivered meal preparation and delivery program sponsored in large part by FEMA and the California Office of Emergency Services since May 11, 2020. To date, over 400 senior citizens and residents between the ages of 60 and 64 at high risk for COVID-19 are receiving meals three times per day. It should be noted the Great Plates Delivered program is also specifically intended to serve as a restaurant stimulus program. Four local restaurants are enrolled as the program's meal providers.

Since May 11, 2020, the cumulative number of meals delivered to participants is 129,631, an average of 7,000 meals are served weekly, and the total cost of meals incurred to date is $2,706,584. The City's share is 6.25 percent, or $169,162. It is expected that the the reimbursement to the City will include five percent for administration of the program. Therefore, the effective participation rate for the City is 1.25 percent, or $33,832 after all reimbursements are accounted for.

It is important to emphasize the length of time that it may take the state and federal government to reimburse the funds. The reimbursement process will likely follow an extensive audit of invoices and could take as long as two years.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The City of Lodi has the responsibility of bearing the upfront costs of this program, and to date, has incurred costs of $2,706,584. It is estimated that by October 9, 2020 which is the current program's end date, the costs will be $3,322,832.

FUNDING AVAILABLE: The Fiscal Year 2020-21 revenue appropriation account is 10095000.55020. The Fiscal Year 2020-21 funds are appropriated in 10095000.72355.

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Astrida Trupovnieks
Business Development Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING THE CITY MANAGER'S EXTENSION OF THE GREAT PLATES DELIVERED PROGRAM AND ADJUSTMENT OF FISCAL YEAR 20-21 APPROPRIATION IN THE AMOUNT OF $934,567 TO THE EXISTING APPROPRIATION OF $2,388,265 FOR A TOTAL AMENDED APPROPRIATION OF $3,322,832; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXTEND THE CITY'S PARTICIPATION IN THE GREAT PLATES DELIVERED PROGRAM AFTER CURRENT PROGRAM END DATE OF OCTOBER 9 2020 AND INCREASE APPROPRIATIONS CONTINGENT UPON STATE AND FEDERAL EXTENSION OF PROGRAM AND CORRESPONDING REIMBURSEMENTS AT 93.75

==========

WHEREAS, the City of Lodi has been participating in a primarily federal and state funded program to provide meals to adults 65 and older and adults 60-64 who are a high-risk for COVID-19 as defined by the CDC, and who are unable to access meals while staying at home; and

WHEREAS, over 400 Lodi residents are enrolled in the program; and

WHEREAS, FEMA and California Office of Emergency Services continue to prioritize the Great Plates Delivered program by authorizing program extensions and corresponding reimbursements to the local administrator, the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby ratify the City Manager's extension of the Great Plates Delivered program and adjustment of Fiscal Year 20-21 appropriation of funds in the amount of $934,567 to the existing appropriation of $2,388,265 for a total amended appropriation of $3,322,832 to be reimbursed by FEMA and State government at a rate of 93.75 percent, and authorizing the expenditure of appropriated funds in Fiscal Year 2020-21. The Account Code for the revenue appropriation is 10095000.55020 and the Account Code for the expenditure appropriation is 10095000.72355; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to extend the City's participation in the program and increase appropriations for the program after the current end date contingent upon an additional state and federal extension of both the program and corresponding reimbursements at 93.75 percent.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-21

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Magellan Advisors, LLC, of Denver, CO for Wireless Policy Consulting Services and Appropriate Funds ($32,760)

MEETING DATE: October 7, 2020

PREPARED BY: Community Development Director
Electric Utility Director
Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Magellan Advisors, LLC, of Denver, CO for wireless policy consulting services in an amount not to exceed $32,760 and appropriate funds.

BACKGROUND INFORMATION: As reliance on wireless and wireline broadband infrastructure is becoming greater, cities must face the reality that to meet increasing demands of residents and businesses, more wireless facilities and infrastructure must be deployed.

With that reality, city officials must also face a number of policy, public safety, land-use and right-of-way considerations. California municipalities are constantly faced with a changing regulatory framework related to the next generation of wireless services which requires installing vast numbers of small cell equipment. In order to ensure compliance with Federal Communications Commission orders regarding application timeline/turnaround and fees, as well as address policy, public safety, land-use and right-of-way issues, staff are recommending approval of a contract with Magellan Advisors, LLC for wireless policy consulting services.

Magellan has significant knowledge and experience in developing and implementing policies and processes that streamline the expansion of wired and wireless broadband infrastructure in communities. Magellan will assist and guide Lodi in policy development around wireless policies including the development of a Master License Agreement, Design and Deployment Standards and Guidelines for wireless facilities and an updated Telecommunications Ordinance. In addition, Magellan will assist the city with developing a Dig Once Ordinance in an effort to establish a mechanism to ensure coordination across the public, utility and private sectors when working in the public right-of-way.

The proposed services, which cross multiple city departments, will be funded equally by the Electric Utility, Public Works and Community Development Departments. Oversight regarding preparation and adoption of all proposed ordinances, policies and guidelines will be provided by the City Attorney's Office.

Per Lodi Municipal Code, Section 3.20.075, engineering and financial service contracts are exempt from bidding requirements and shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices. Magellan brings years of experience from the

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APPROVED: _____
Stephen Schwabauer, City Manager

broadband, telecommunications, information technology and government sectors and has served over 400 utilities and municipalities through its portfolio of services.

FISCAL IMPACT: The cost for the proposed services is $32,760. Adequate funds are available for this project from the Electric Utility, Public Works and Community Development Department's respective funds.

FUNDING AVAILABLE: Staff is requesting the following transfers and appropriations for each respective department:

Electric Utility Acct No. 50060001.72450:	$10,920
Community Development Acct No. 27080000.72450:	$10,920
Public Works Acct No. 30099000.76220 (Transfer Out):	$10,920
Public Works Acct No. 30100000.50001 (Transfer In):	$10,920
Public Works Acct No. 30156001.72450:	$10,920

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
John R. Della Monica, Jr.
Community Development Director

_____
Jeff Berkheimer
Electric Utility Director

_____
Charles E. Swimley, Jr.
Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Magellan Advisors, LLC, a Florida Limited Liability Company authorized to do business in California (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 Wireless Policy Consulting Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on September 15, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2021, 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: Deputy City Attorney

To CONTRACTOR: Magellan Advisors, LLC
John Honker, President
999 18th Street, Suite 3000
Denver, CO 80202

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 CUSMIR
City Clerk

STEPHEN SCHWABAUER
City Manager

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

MAGELLAN ADVISORS, LLC, a
Florida Limited Liability Company

By: _____

By: _____
Name: John Honker
Title: President

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

Funding Source: **Multiple - See City Council Report and Resolution**
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

CITY OF LODI, CA

Wireless Policy Consulting

Prepared for: Melissa Price and Jeff Berkheimer
Rates and Resources Manager / Electric Utility Director
City of Lodi Electric Utility
mprice@lodi.gov / jberkheimer@lodi.gov

Prepared by: Jory Wolf
Magellan Advisors
jwolf@magellan-advisors.com
818-312-7768
www.magellan-advisors.com

Magellan ADVISORS

www.MAGELLAN-ADVISORS.com

Cover Letter

June 30, 2020

Melissa Price & Jeff Berkheimer
City of Lodi Electric Utility

Dear Ms. Price and Mr. Berkheimer,

Magellan Advisors is pleased to submit this proposal to assist the City of Lodi and Lodi Electric Utility with developing policies for the deployment of wireless telecommunications infrastructure including a Master License Agreement for 5G small cell pole attachments, Wireless Facilities Design and Deployment Standards and Guidelines, and an updated Telecommunications Ordinance that reflects current federal and state legislation and best practices. We are also prepared to assist with development of a Dig Once ordinance if desired by the City and Lodi Electric Utility.

Magellan has significant knowledge and experience in developing and implementing policies and processes that streamline the expansion of wired and wireless broadband infrastructure in communities. Our experts maintain knowledge on all current and relevant aspects of broadband and fiber technology including legal, regulatory, and technical considerations. Members of our team, including Jory Wolf and David Brevitz (proposed for this project) participate and maintain leadership positions in trade groups such as Broadband Communities, SEATOA, Next Century Cities, MISAC and ICMA, and routinely present thought leadership pieces surrounding these topics to regional and national organizations at trade shows and conferences.

Using this expertise, Magellan will assist the City of Lodi in drafting and adopting policies in conjunction with representatives from Lodi Electric Utility, the City Manager's office, City Attorney's office, Public Works, and Information Technology Departments. If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 818-312-7768 or Jwolf@magellan-advisors.com.

Sincerely,

Jory Wolf

Jory Wolf
VP of Digital Innovation, Magellan Advisors

About Magellan Advisors

Magellan Advisors, LLC is a Denver-based firm with local offices in Miami, Los Angeles, and Kansas City. Magellan's primary address is 999 18th Street, Suite 3000 Denver, CO 80202. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Florida Limited Liability Company since inception. Our Federal EIN is 65-1218484. Magellan maintains a staff of 40 full and part time employees.

Magellan provides leading wireless, broadband, Smart City, turnkey design and engineering, and project and construction management to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications, and utility consulting to create smart gigabit cities of tomorrow.

Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and smart city networks that keep communities competitive in the digital world. Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a "hands-on" firm with strong project management abilities and implementation skills to see our clients' projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Our combination of unmatched broadband, telecom, business and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over $1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement and manage gigabit broadband networks than any other firm in the market.

400	50+	$1B	1M
400 Utilities & Municipalities Served	50+ Fiber & Wireless Networks Deployed	$1 Billion of Broadband Investments	1 Million Fiber Customers Connected

MAGELLAN ADVISORS

Portfolio of Services

BROADBAND FEASIBILITY STUDIES
Community Needs Assessments
Business Models & Financial Planning
Market Analysis & Current Environment
Design & Engineering
Network Analysis & Inventory
Opportunity, Risk & Benefit Analysis

BROADBAND DESIGN ENGINEERING
FTTH, FTTP, Metro & Long-Haul Fiber
Routing, Switching & MPLS
Fixed Wireless, Microwave & Wi-Fi
Internet, Voice & Video Integration
GPON Active Ethernet & WDM
BSS/OSS Network Management Systems

SMART CITY PLANNING
Asset Assessments
Smart City Solutions Needs Assessments
Strategic Smart City Planning
Vendor Selection
SCADA Consulting
IT Governance

NETWORK IMPLEMENTATION
Standards & Specifications
Sales & Marketing
Vendor Selection & Management

NETWORK IMPLEMENTATION (CONT.)
Construction Management & Inspections
Installation & Activations
Operations & Customer Service

PUBLIC POLICY & GOVERNANCE
Right-of-Way Management Ordinance
Dig Once & Joint Trench Policies
Wireless Ordinance & Guidelines
Telecommunications Master Funding
Fiber Ordinance & Guidelines
Internal & External Working Groups

BUSINESS MODELS & PARTNERSHIPS
Dark Fiber, Open Access, Triple Play
Partner Recruitment & RFQs
Feasibility Analysis of Business Models
Advocacy & Negotiation in Partnerships
Public-Private Partnership Development
Opportunity, Risk & Benefit Analysis

PROJECT MANAGEMENT
Procurement & Contract Negotiation
Construction Management
Network Commissioning & Certification
Content Acquisition & Agreements
Sales, Marketing & Business Development
Business & Operations Management

Consulting Team

The bios below highlight the experience of the Magellan team proposed to complete work for Lodi.

Jory Wolf, VP of Digital Innovation: Project Executive

Jory joined Magellan after 22 years as CIO of the City if Santa Monica, CA where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Jory and his teams have received over 50 awards for information technology projects during his career and in 2012 he received the CIO Lifetime Achievement Award from the Los Angeles Business Journal.

David Brevitz, Sr. Consultant: Project Manager

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives. David joined Magellan in 2011.

Melanie Downing, Project Management Analyst

Melanie has a background in technical communication and has extensive experience coordinating, researching, and implementing projects across a variety of fields from defense contracts to small business plans. Prior to joining Magellan in 2018, she worked in healthcare management and consulting and was a graduate student at the University of Central studying technical communication in technology and public policy. In her current role as Project Management Analyst, she supports Magellan's West Coast team, assisting more than thirty local governments across California, Oregon, and Washington with broadband initiatives. Melanie coordinates project-related data including the development and completion of scopes of work, timelines, milestones, deliverables, project tasking, and quality control, helping to ensure the success of our clients' communities.

Scope of Work

Magellan will assist and guide the City of Lodi and Lodi Electric Utility's team in policy development around wireless policies including the development of a Master License Agreement (MLA), Design and Deployment Standards and Guidelines for wireless facilities, and an updated Telecommunication Ordinance. If desired, we will also assist the City with developing a Dig Once ordinance. We will provide the City and Utility with our knowledgebase of wireless policies for enabling and facilitating the development of policy for use of the public right-of-way for wireless installations, including the latest developments in FCC rulemaking.

For each of these policies, Magellan will begin by providing examples of approaches and ordinances from other cities comparable to Lodi to assess the fit and recommend the best practice approach. We will then hold regular working sessions approximately every two weeks with the City's team, which will consist of staff from Lodi Electric Utility, Public Works, Planning, IT, and the City Attorney's Office, to work through customizing each document for the City of Lodi. Magellan will make recommendations to the City about key considerations for each of these documents based on best practices as seen in other cities across California and the US.

Once the documents are complete, we will support the City in outreach to the telecommunications industry to collect feedback and will assist with bringing these policies to adoption by City and Utility leadership.

TASK 1: MASTER LICENSE AGREEMENT

Magellan will assist the City of Lodi in developing a Master License Agreement (MLA) reflective of a small cell attachment lease rate and terms that meet current best practices throughout California and the US. We will provide a best practice template and work with the City's team to refine the document so that it reflects the processes and policies specific to Lodi. We will also advise the City on how to develop a lease rate structure, as well as providing examples of other lease rates in cities throughout California.

TASK 2: WIRELESS FACILITIES DESIGN AND DEPLOYMENT STANDARDS & GUIDELINES

Magellan's telecommunications consultants will work with the City of Lodi's Electric Utility team, City Attorney, and other appropriate staff to customize Design and Deployment Standards and Guidelines for wireless telecommunications facilities in the public right-of-way. Using our knowledge of best practices in cities throughout California and the US and our extensive knowledge of telecommunications policy at the state and federal levels, we will make recommendations and propose standards that are aligned with the current environment and how these should be approached

by the City. We will work with the City and Utility to develop a document that addresses concerns about wireless facilities including aesthetics, placement, setbacks, and notification processes.

TASK 3: WIRELESS TELECOMMUNICATIONS ORDINANCE

Magellan's consultants will assess the City's current municipal code to determine whether to modify the existing language or to create a new Telecommunication Ordinance that is aligned with current best practices throughout similar cities in California and the US. Based on that assessment, we will work with Lodi's team to revise existing language or create a Telecommunications Ordinance that aligns with current state and federal policy and with the MLA and Design and Deployment Standards & Guidelines created for Lodi.

TASK 4. INDUSTRY OUTREACH

Upon completion of draft policies, Magellan recommends that Lodi distribute the documents to the telecommunications industry for a comment period of approximately two weeks. Industry contacts will be asked to return the documents with comments and Magellan's team will assist the City with determining whether and how to respond to any concerns raised during this process based on common approaches in other cities. We will work with the team to perform any needed edits to finalize the documents in preparation for meetings with Lodi's leadership.

TASK 5. ORDINANCE/POLICY ADOPTION

Magellan believes strongly that we are only as successful as our clients. As such, we are committed to seeing our recommendations through to the adoption and implementation stages of each project. Our advisors will assist Lodi in adopting the ordinances and/or policies. We will attend at least two (2) meetings in which the proposed draft ordinances/policies are introduced and adopted. These meetings may include:

- "Shirt sleeve" meeting with City Council and the industry
- City Council 1st reading

OPTIONAL TASK 6: DIG ONCE ORDINANCE

Magellan's team will work with the City of Lodi's Electric Utility, Public Works, and other appropriate staff to develop a Dig Once ordinance that will establish a mechanism to ensure coordination across the public, utility and private sectors for the strategic deployment of conduit and fiber while taking advantage of as many public and private excavation projects as is reasonably possible. We will provide examples of Dig Once policies from other cities, assess the fit for the needs of Lodi, and recommend the best strategy for establishing a mechanism to ensure coordination across the public, utility and private sectors when working in the public right-of-way.

Cost

The total cost to the City of Lodi is $32,760 and includes all work to be completed by Magellan as stated in this proposal. Magellan will bill Lodi in five (5) equal monthly payments of $6,552, with a 10% hold until project completion.

Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses are not anticipated and thus are not included in this pricing. Invoices are payable on net 30 terms from the date of invoice.

Description	Cost
Project Management and Regular Meetings	$3,360
MLA	$6,300
Standards & Guidelines	$6,300
Wireless Telecommunications Ordinance	$6,300
Industry Outreach Support	$2,100
Ordinance/Policy Adoption	$2,100
Total for Services	**$26,460**
Optional Dig Once Policy	$6,300
Total Not-to-Exceed	**$32,760**

ADDITIONAL WORK

All additional work requested by the City of Lodi, beyond this scope, including any remediation activities, would be billed at $210 per hour.

Signature and Acceptance

Signature of this Proposal by Client warrants that all components of this Proposal are acceptable to the City of Lodi and that the person(s) signing this Proposal has the right, power, and authority to execute the Proposal.

Magellan Advisors, LLC A Florida Limited Liability Company 999 18th Street, Suite 3000 Denver, CO 80202	City of Lodi/Lodi Electric Utility 1331 South Ham Lane Lodi, CA 95242
Print Name: John Honker	Print Name:
Title: President & CEO	Title:
Signature:	Signature:
Date: July 2, 2020	Date:

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) 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.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) 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.

RESOLUTION NO. 2020-

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MAGELLAN ADVISORS, LLC, OF DENVER, COLORADO FOR WIRELESS POLICY CONSULTING SERVICES; AND FURTHER APPROPRIATING FUNDS

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WHERAS, as reliance on wireless and wireline broadband infrastructure is becoming greater, cities must face the reality that to meet increasing demands of residents and businesses, more wireless facilities and infrastructure must be deployed; and

WHEREAS, with that reality, city officials must also face a number of policy, public safety, land-use and right-of-way considerations; and

WHEREAS, California municipalities are constantly faced with a changing regulatory framework related to the next generation of wireless services which requires installing vast numbers of small cell equipment; and

WHEREAS, in order to ensure compliance with Federal Communications Commission orders regarding application timeline/turnaround and fees, as well as address policy, public safety, land-use and right-of-way issues, staff are recommending approval of a contract with Magellan Advisors, LLC for wireless policy consulting services; and

WHEREAS, Magellan will assist and guide Lodi in policy development around wireless policies, including the development of a Master License Agreement, Design and Deployment Standards and Guidelines for wireless facilities and an updated Telecommunications Ordinance, as well as assist the City with developing a Dig Once Ordinance in an effort to establish a mechanism to ensure coordination across the public, utility and private sectors when working in the public right-of-way; and

WHEREAS, the proposed services, which cross multiple City departments, will be funded equally by the Electric Utility, Public Works, and Community Development Departments with oversight regarding preparation and adoption of all proposed ordinances, policies and guidelines to be provided by the City Attorney's Office; and

WHEREAS, per Lodi Municipal Code, Section 3.20.075, engineering and financial service contracts are exempt from bidding requirements and shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices; and

WHEREAS, Magellan brings years of experience from the broadband, telecommunications, information technology and government sectors and has served over 400 utilities and municipalities through its portfolio of services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Magellan Advisors, LLC, of Denver, Colorado, for wireless policy consulting services in an amount not to exceed $32,760; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary; and

BE IT FURTHER RESOLVED, that the City Council authorizes the following transfers and appropriations for each respective department:

Electric Utility Acct No. 50060001.72450:	$10,920
Community Development Acct No. 27080000.72450:	$10,920
Public Works Acct No. 30099000.76220 (Transfer Out):	$10,920
Public Works Acct No. 30100000.50001 (Transfer In):	$10,920
Public Works Acct No. 30156001.72450:	$10,920

Dated: October 7, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on October 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-22

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a Resolution Reaffirming the Ratification of the City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of $250,000 for the Duration of the Local Emergency

MEETING DATE: October 7, 2020

PREPARED BY: City Attorney

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution reaffirming the ratification of the City Manager's proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of $250,000 for the duration of the local emergency.

BACKGROUND INFORMATION: At 8:00 a.m. on March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1). The declaration was confirmed by the City Council on March 18, 2020 (Gov. Code §8630). Action was taken in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County.

An outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States. As of September 22, 2020, there are a total of 20,019 confirmed cases of COVID-19 in San Joaquin County. To date, there have been over 201,000 COVID-19 fatalities across the country, over 15,100 in California, and 421 COVID-19 fatalities in San Joaquin County. Confirmed COVID positive hospitalizations in the county is 60 with 19 of those patients currently in ICU representing 18% of all ICU occupancies, a significant decrease from late August. Countywide total ICU occupancy, including both COVID-19 and non-COVID-19 patients, is 108%, up slightly from the last report to Council. Adventist Health Lodi Memorial Hospital (LMH) currently has 6 COVID-19 positive patients (down from 16) and 2 of its 9 ICU patients are COVID-19 positive. Because of the high number of COVID-19 related cases and the overburdened ICU's in the County, in July the state and federal government sent a special team to assist at LMH and also at Dameron Hospital in Stockton. Decreased hospitalizations have allowed the release of the special teams. Nonetheless, there is continued evidence of community spread; currently there are 163 identified outbreaks within the County. However, County Public Health Services is hopeful that with continued social distancing, the wearing of face coverings, and frequent handwashing the number of confirmed cases and hospitalizations will continue to decrease.

On August 28, 2020, Governor Newsom announced *California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe* (Blueprint). The Blueprint consists of four

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APPROVED: _____
Stephen Schwabauer, City Manager

color-coded tiers, Widespread – Tier 1 (purple), Substantial – Tier 2 (red), Moderate – Tier 3 (orange), and Minimal – Tier 4 (yellow). San Joaquin County remains in the framework's Tier 1 (purple). Counties must stay in an assigned tier for a minimum of 21-days before movement to the next tier. In order for the County to advance to Tier 2 (red), the County will need to sustain the following metrics for at least 2-weeks: no more than 4-7 COVID-19 cases per 100,000 population and a positivity rate of 5-8%. As of September 22, 2020, the County reports a 6.7 adjusted case rate (6.2 unadjusted) per 100,000 and a positivity rate of 5.5% (a significant decrease from the August 28, 16.6 case rate and 11.3% positivity rate).

COVID-19 is an infectious disease that causes respiratory illness and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are over 65 years of age or have underlying chronic health conditions or immunodeficiency.

It is imperative for the City to continue responding to suspected or confirmed cases of COVID-19 and to implement measures to mitigate the spread of COVID-19 within our community, and continue preparations to respond to an increasing number of persons requiring medical care or hospitalization.

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic.

On March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080.

At 10:00 a.m. on March 12, 2020, the City of Lodi opened its Emergency Operations Center (EOC).

On March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States.

On March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1) in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County, the declaration of a local health emergency by PHS, and the President's declared National State of Emergency. On March 18, 2020, the City Council ratified the proclamation of local emergency pursuant to Government Code Section 8630. Council reaffirmed the ratification of the proclamation on April 15, 2020, May 6, 2020, June 3, 2020, June 30, 2020, July 28, 2020, August 19, 2020, and September 16, 2020 as required by the Government Code.

On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County's Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State's Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State's Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations has resulted in the issuance of a new County order to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is continuing to work with local businesses to facilitate outside operations. County Public Health continues to caution that the rate of infections and

deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified.

On August 31, 2020, San Joaquin County Public Health issued a new order in conformance with the Blueprint. Of note, salons and barbershops can now operate indoors under the Blueprint's Tier 1 (purple) criteria, so long as the State's guidance for business operations applicable to salons and barbershops is followed. In addition, the County also issued a corrected order applicable to bars, pubs, brewpubs, and breweries. The order states that those businesses must abide by the State's order issued on August 28. Because the County is currently in Tier 1, brewpubs, bars, breweries and pubs are permitted to continue outdoor service of alcohol only when it is served with a "sit-down dine-in meal," meaning the alcohol is an accompaniment to the meal. On September 22, 2020, the State announced that nail salons can now operate indoors in all tiers, so long as State Guidelines are followed. This change followed the State's announcement that as of September 22, five counties have moved to Tier 2 (red), three to Tier 3 (orange), and one county to Tier 4 (yellow).

As part of the City's response to the current emergency, the City is participating in the State's Great Plates Delivered program. The program currently supports 425 qualified adults 65 years and older and adults 60-64 who are at high-risk from COVID-19, in staying home and receiving the delivery of three meals each day. The program also provides economic stimulus to the participating local businesses (currently 5 restaurants) and their workers.

Staff recommends that the City Council reaffirm its ratification of the City Manager's declaration of a local emergency and continue the City Manager's authority to contract for services and goods related to COVID-19, up to a maximum of $250,000 from the current maximum of $20,000, for the duration of the local emergency.

FUNDING: The reaffirmation of the ratification of the City Manager's declaration of Local Emergency allows the City to continue to access federal, state and county resources, including financial reimbursements.

Janice D. Magdich
City Attorney

Attachment:

1) Resolution Reaffirming the Ratification of the Proclamation of the Director of Emergency Services for the City of Lodi Concerning the Existence of a Local Emergency and Extending the Contract Authority of the City Manager for Services and Goods related to the Emergency to $250,000

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
REAFFIRMING THE RATIFICATION OF THE PROCLAMATION OF THE
DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF LODI
CONCERNING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY AND EXTENDING THE CONTRACT AUTHORITY OF THE
CITY MANAGER FOR SERVICES AND GOODS RELATED TO THE
LOCAL EMERGENCY TO $250,000

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WHEREAS, Government Code Section 8630 and Lodi Municipal Code Section 2.32.060 authorizes the City Manager as the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session, and provides that the City Council shall ratify the proclamation within seven (7) days thereafter; and

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States; and

WHEREAS, as of September 21, 2020, there have been over 6.8 million cases of COVID-19 in the United States, resulting in over 200,000 deaths, including over 15,100 deaths in the State of California; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to continue to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

"[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy." and

WHEREAS, on March 18, 2020, the Lodi City Council ratified the Proclamation of the existence of a local emergency issued by the City Manager in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m.; and

WHEREAS, on April 15, 2020, May 6, 2020, June 3, 2020, June 30, 2020, July 28, 2020, August 19, 2020, and September 16, 2020, the City Council reaffirmed the ratification of the proclamation as required by the Government Code; and

WHEREAS, as of September 22, 2020, there are a total of 20,019 confirmed cases of COVID-19 in San Joaquin County and 421 COVID-19 fatalities; confirmed COVID positive hospitalizations are at 60 as of September 22, with 19 of those patients in ICU representing 18% of all ICU occupancies. Countywide, total ICU occupancy including both COVID-19 and non COVID-19 patients is 108% of capacity as of September 22. Adventist Health Lodi Memorial Hospital (LMH) currently has six COVID-19 positive patients and two of its nine ICU patients are COVID-19 positive. Because of the high number of COVID-19 related cases and the overburdened ICU's in the County, in July the state and federal government sent a special team to assist at LMH and also Dameron Hospital in Stockton. Decreased hospitalizations have allowed the release of the special teams. Nonetheless, there is continued evidence of significant community spread; currently there are 163 identified outbreaks within the County, and County Public Health Services maintains that the community needs to continue wearing masks, social distancing, and minimizing mixing outside of the immediate household in order to continue to slow the spread of COVID-19 in the community; and

WHEREAS, on March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County's Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State's Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State's Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations resulted in the issuance of new County orders on

July 2, 2020 and July 13, 2020 to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is continuing to work with local businesses to facilitate outside operations; and

WHEREAS, on August 28, 2020, Governor Newsom announced *California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe* (Blueprint). The Blueprint consists of four color-coded tiers, Widespread – Tier 1 (purple), Substantial – Tier 2 (red), Moderate – Tier 3 (orange), and Minimal – Tier 4 (yellow). San Joaquin County remains in the framework's Tier 1 (purple). Counties must stay in an assigned tier for a minimum of 21-days before movement to the next tier. In order for the County to advance to the Tier 2, the County will need to sustain the following metrics for at least 2-weeks: no more than 4-7 cases of COVID-19 per 100,000 population and a positivity rate of 5-8%. As of September 22 the County reports a 6.7 adjusted case rate (6.2 unadjusted) per 100,000 and a positivity rate of 5.5%; and

WHEREAS, on August 31, 2020, San Joaquin County Public Health issued a new order in conformance with the Blueprint and a corrected order applicable to brewpubs, bars, breweries and pubs also in conformance with Tier 1 (purple) of the Blueprint and the August 28, 2020 order the state public health officer; and

WHEREAS, County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified; and

WHEREAS, the Lodi City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the continued existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reaffirm the ratification of the City Manager's Proclamation of the existence of a local emergency issued in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m., attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Lodi City Council that, until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Lodi shall be those as prescribed by State law and the ordinances, resolutions, and approved emergency services plan of the City of Lodi as determined by the City Manager/Director of Emergency Services within the National Incident Management System; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby reaffirm the approval of an increase in the City Manager's contracting authority for services and goods related to the City's response to the local emergency resulting from the COVID-19 pandemic, to a maximum amount of $250,000 from the current maximum of $20,000, for the duration of the local emergency; and

BE IT FURTHER RESOLVED that the Purchasing System set forth in Lodi Municipal Code Chapter 3.20 is suspended for the duration of the local emergency as to the purchase of goods and services related to the City's response to the local emergency resulting from the COVID-19 pandemic; and

BE IT FURTHER RESOLVED that disclosure of the purchase of goods and services in an amount over $10,000, and related to the City's response to the local emergency resulting from the COVID-19 pandemic, will be submitted to the City Council concurrent with the Council's reaffirmation of the ratification of the Proclamation declaring the existence of a local emergency. State law requires

that the City Council ratify the Proclamation every thirty (30) days hereafter until the local emergency is terminated.
Dated: October 7, 2020
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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

Proclamation of the Director of Emergency Services for the City of Lodi Finding the Existence of a Local Emergency (COVID-19)

AMENDED TO CORRECT DATE OF ISSUANCE

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WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States of America; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, the City of Lodi activated its Emergency Operations Center (EOC) effective 9:00 a.m. on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, as of March 13, 2020, there are eight (8) confirmed cases of COVID-19 in San Joaquin County and some evidence of community spread; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

"[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy."

NOW, THEREFORE, THE UNDERSIGNED HEREBY FINDS, DETERMINES AND DECLARES that:

1. The federal Centers for Disease Control and Prevention (CDC) announced on February 25, 2020, that community spread of COVID-19 is likely to occur in the United States; and

2. San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080 on March 12, 2020; and

3. PHS's declaration finds that there is an ongoing risk and likelihood of additional COVID-19 patients being identified in San Joaquin County; and

4. As of March 13, 2020, PHS confirmed eight (8) cases of COVID-19 in San Joaquin County and found we are now seeing some evidence of community spread; and

5. The City of Lodi City Council is not now in session.

NOW, THEREFORE, BASED ON THE FINDINGS AND DETERMINATIONS ABOVE, THE UNDERSIGNED HEREBY PROCLAIMS as of 8:00 a.m. March 16, 2020, that a local emergency now exists throughout the City of Lodi caused by an outbreak and community spread of COVID-19 in San Joaquin County.

BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of such local emergency, the powers, functions and duties of the emergency organization of the City of Lodi shall be those prescribed by state law and local ordinances, resolutions, and approved plans of the City of Lodi.

Dated: March 16, 2020

Stephen Schwabauer
Director of Emergency Services

This proclamation is subject to ratification by the City Council within seven (7) days and is subject to reaffirmation every 30 days thereafter until such local emergency is terminated.

Approved as to Form:

Janice D. Magdich
City Attorney

AGENDA ITEM C-23

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Declaring Intention to Annex Territory (Sunwest Commons Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 11); and Setting Public Hearing for November 18, 2020

MEETING DATE: October 7, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution declaring intention to annex territory (Sunwest Commons Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax to pay for certain public services (Annexation No. 11); and setting public hearing for November 18, 2020.

BACKGROUND INFORMATION: The resolution, if adopted by the City Council, will begin the process to annex one parcel (to be subdivided into a total of 12 single-family lots), into the City of Lodi Community Facilities District No. 2007-1 (Public Services) (CFD). The property is located at 2115 West Kettleman Lane. The boundary of the annexation is shown in Attachment A and includes APN 027-430-10. Approved tentative map conditions require the private landowner to cooperate in the annexation of the parcel into the CFD, the purpose of which is to offset a portion of the costs caused by new developments.

The resolution establishes, among other things, the City's intent to approve Annexation No. 11 to the CFD, which includes the levy of a special tax to pay for public services and related costs. The resolution calls for a public hearing on November 18, 2020, at which time interested parties may comment upon the annexation to the CFD.

Exhibit A to the Resolution contains the description of the services to be provided as presented below:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls; and
(b) Fire protection and suppression services, and ambulance and paramedic services; and
(c) Maintenance of parks, parkways, and open space; and
(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems; and
(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Exhibit B to the resolution is the special tax formula entitled "Amendment to Rate, Method of Apportionment, and Manner of Collection of Special Tax." The special tax, established in 2015, provides for an annual tax of $500 for single-family units (increased two percent per year) and $145 for multi-family units (increased two percent per year). Certain properties, such as governmental property and undeveloped property, are not subject to the special tax program. The special taxes may not be prepaid. The special tax shall be levied in perpetuity.

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit C to the resolution is the form of the Notice of Public Hearing that will be published and posted calling for a public hearing to be held by the City Council. Following that public hearing, the City Council will be in a position to approve a separate, future resolution that will form the CFD and will call the election for the CFD.

FISCAL IMPACT: Administration of the CFD shall be paid from the special taxes collected within the CFD. The developer has paid the City for all costs to establish the CFD. The estimated annual revenues at buildout of this project will amount to approximately $6,500.

FUNDING AVAILABLE: Not applicable.

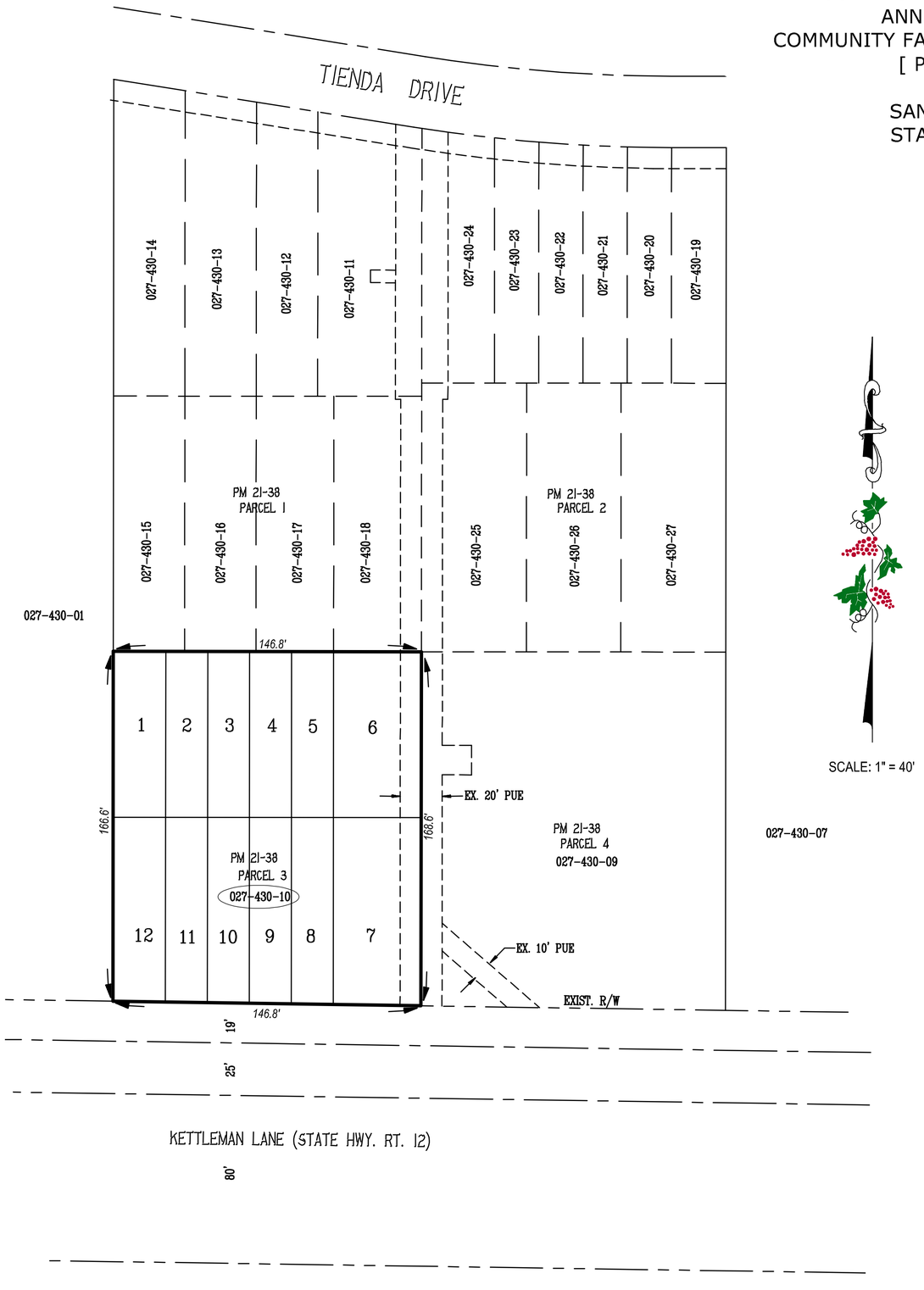
Charles E. Swimley, Jr.
Public Works Director

CES/LC/tc
Attachments

cc: Lyman Chang, Deputy Public Works Director/City Engineer
Janice D. Magdich, City Attorney
Deputy City Manager
Assistant Engineer Kiriu
Senior Technician Wiman
Fletcher Development

Attachment A

SUNWEST COMMONS SUBDIVISION
ANNEXATION MAP NO. 11
COMMUNITY FACILITIES DISTRICT NO. 2007-1
[PUBLIC SERVICES]
CITY OF LODI
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA



SCALE: 1" = 40'

LEGEND:

PROPOSED ANNEXATION BOUNDARY

027-430-10 ASSESSOR'S PARCEL NO. INCLUDED IN ANNEXATION

PROJECT INFORMATION

SITE APN:	027-430-10
SITE ADDRESS:	2115 W. KETTLEMAN LANE LODI, CA 95242
SITE AREA:	0.56 +/- ACRES
NUMBER OF LOTS:	12 RESIDENTIAL LOTS

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

_____
JENNIFER M. FERRAIOLO, CITY CLERK
CITY OF LODI

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 9 TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY IT'S RESOLUTION NO. 20__- _____.

_____
JENNIFER M. FERRAIOLO, CITY CLERK
CITY OF LODI

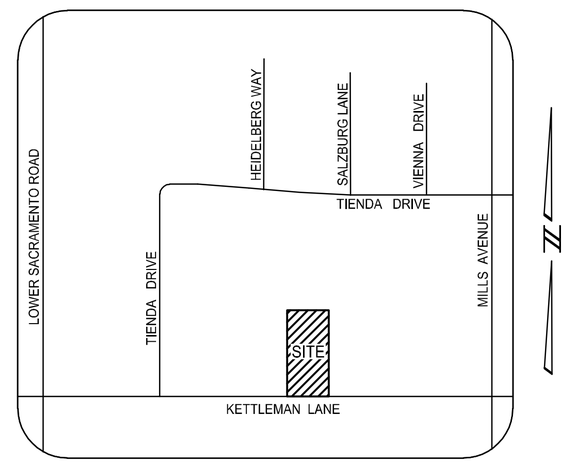
FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK __.M. IN THE BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

_____
STEVE J. BESTOLARIDES, COUNTY RECORDER
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) OF THE CITY OF LODI RECORDED WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE ON APRIL 19, 2007, IN BOOK 5 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 13, AS DOCUMENT NO. 2007-076402.

THE LINE AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE SAN JOAQUIN COUNTY ASSESSORS MAPS FOR THIS PARCEL LISTED.

THE SAN JOAQUIN COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OF PARCELS.



VICINITY MAP

NO SCALE

PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.
CIVIL ENGINEERS • SURVEYORS
www.bpengineers.net
209.368.6618
323 W. Elm St.
Lodi, CA 95240

S:\Projects\2019\19021\3_Drawings\Sunwest Commons_BP-19021_CFD Exhibit_18x26.dwg 08/04/20 1:12pm-SPECHIN-XREFS: 19021_HC.dwg 19021_CFD exhibit bdr_18x24_BP_Exhibit.dwg

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO ANNEX TERRITORY
TO COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES) AND TO LEVY A SPECIAL TAX
TO PAY FOR CERTAIN PUBLIC SERVICES AND
CALLING A PUBLIC HEARING (ANNEXATION NO. 11)

==========

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 approved Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD");

WHEREAS, the City Council called a special election for April 11, 2007, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on May 2, 2007, the City Council adopted Resolution No. 2007-82 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed;

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

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

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 11 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California," which map is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificate set forth on the map, add any additional information required by law, and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described

(i) in a map entitled "Amended Map of Community Facilities District No. 2007-1 (Public Services), City of Lodi, County of San Joaquin," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on April 19, 2007, in Book 5 of Assessment Maps at Page 13;

(ii) in a map entitled "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk

and recorded in the Office of the San Joaquin County Recorder on June 25, 2014, in Book 6 of Assessment Maps at Page 54;

(iii) in a map entitled "Annexation Map No. 2 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder;

(iv) in a map entitled "Annexation Map No. 3 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on September 29, 2015, in Book 6 of Assessment Maps at Page 69;

(v) in a map entitled "Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on July 20, 2016, in Book 6 of Assessment Maps at Page 87;

(vi) in a map entitled "Annexation Map No. 5 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on March 1, 2017, in Book 6 of Assessment Maps at Page 93;

(vii) in a map entitled "Annexation Map No. 6 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on March 21, 2018, in Book 6 of Assessment Maps at Page 115;

(viii) in maps entitled "Annexation Map No. 7 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the office of the San Joaquin County Recorder on (a) July 11, 2018, in Book 6 of Assessment Maps, at Page 128, (b) July 12, 2018, in Book 6 of Assessment Maps, at Page 130, and (c) July 12, 2018, in Book 6 of Assessment Maps, at Page 131;

(ix) in a map entitled "Annexation Map No. 8 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on June 5, 2019, in Book 6 of Assessment Maps at Page 154;

(x) in maps entitled (i) "Annexation Map No. 9 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 006; (ii) "Boundary Map of Proposed Annexation of Talavera Subdivision to the Existing City of Lodi Community Facilities District," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 007; (iii) "Boundary Map of Proposed Annexation of Iris Drive Subdivision to the Existing City of Lodi Community Facilities District," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 008; and (iv) "Boundary Map of Proposed Annexation of Interlaken Subdivision to the Existing City of Lodi Community Facilities District," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 009.

(xi) in a map entitled "Annexation Map No. 10 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on July 6, 2020, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 017;

Section 3. Specification of the Type of Services Provided. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as that provided in the existing CFD and are more particularly described in Exhibit A attached hereto. The cost of providing Services includes "incidental expenses," which include costs associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The services authorized to be financed by the CFD are in addition to those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 5. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed and secured by a continuing lien against all nonexempt real property in the CFD will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B hereto (the "Special Tax Formula"). For purposes of the Special Tax Formula, the territory proposed to be annexed to the CFD will be designated as Annexation No. 11.

Section 6. No Alteration of the Special Tax Levied in the Existing Community Facilities District. The City Council does not propose to alter the special tax rate levied within the existing CFD as a result of the proposed annexation.

Section 7. Public Hearing. The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Wednesday, November 18, 2020, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 8. Notice of Hearing. The City Council directs the City Clerk to publish a notice of the hearing, in substantially the form attached hereto as Exhibit C (along with adding any language necessary regarding a teleconference meeting in accordance with the Governor's Executive Order N-29-20 regarding the COVID-19 pandemic and other edits deemed necessary by the City Clerk), once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the CFD.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

DOUG KUEHNE
Mayor

ATTEST:

JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

EXHIBIT A

DESCRIPTION OF SERVICES

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance of parks, parkways, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

(f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT

CITY OF LODI

COMMUNITY FACILITIES DISTRICT NO. 2007-1

(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

"Administrative Expenses" means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD No. 2007-1" or **"CFD"** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

"City" means the City of Lodi.

"City Council" means the City Council of the City of Lodi.

"County" means the County of San Joaquin.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

"Multi-Family Unit" means an individual residential unit within a structure with three or more residential units that share a single Assessor's Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment.

"Single Family Property" means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

"Single Family Unit" means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

"Special Tax" means any tax levied within the CFD to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

"Taxable Property" means both Single Family Property and Multi-Family Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which

the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be $500 per Single Family Unit and $145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

EXHIBIT C

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Lodi on October 7, 2020, adopted its Resolution No. 2020-____, in which it declared its intention to annex territory to existing Community Facilities District No. 2007-1 (Public Services) (the "CFD"), and to levy a special tax to pay for certain public services, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of services to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, City Hall, 221 W. Pine Street, Lodi, California.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed November 18, 2020, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____

_____
JENNIFER CUSMIR
City Clerk
City of Lodi

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Amend the Safety Element of the City of Lodi General Plan to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection

MEETING DATE: October 7, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public Hearing to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Amend the Safety Element of the City of Lodi General Plan to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection.

BACKGROUND INFORMATION: California Senate Bill (SB) 5 (Machado) (and subsequently adopted legislation (SB 1278)) requires the City to amend its General Plan and Zoning regulations to address flooding that has a 1-in-200 chance of occurring in any given year (i.e., a 200-year storm event). The intent of the legislation is to strengthen the link between flood management and land use.

SB 1278 required that SB 5-related General Plan amendments be adopted by July 2015 and Zoning changes be adopted by July 2016. Based on the very limited portions of the City of Lodi fall within the 200-year flood zone, and that the land within the 200-year flood zone was already developed and therefore generally exempt from 200-year flood zone restrictions, the City of Lodi did not proceed with adopting provisions related to SB 5 and SB 1278.

Based upon more recent analysis, it has been determined that the City is required to adopt general plan and zoning code amendments pursuant to SB 5 and SB 1278. Based on this determination, the firm Kjeldsen Sinnock Neudeck Inc. (KSN) was retained to delineate the 200-year floodplain in the City of Lodi.

The proposed actions would amend the 2010 General Plan Safety Element to apply the findings of KSN's floodplain mapping ("Mokelumne River Hydraulic Analyses: Summary of Methodology and Results", dated December 19, 2018 on file with the Public Works Department), implement the requirements of SB 5 related to 200-year flood protection, and update provisions of the Safety Element of the City's General Plan to meet current requirements of the State of California General Plan Guidelines.

The provisions of SB 5 and 200-year flood protection are supplementary to existing flood protection policies implemented by the City. The City will continue to implement existing provisions related to the 100-year floodplain. It is noteworthy that the 200-year floodplain does not have a direct relationship with Federal flood insurance requirements; the insurance requirements only apply to the Federally-mapped 100-year floodplain.

APPROVED: _____

Stephen Schwabauer, City Manager

ANALYSIS: SB 5 required the California Department of Water Resources (DWR) to prepare criteria that local agencies could use to make findings related to urban level of flood protection (State Criteria). As provided in the State Criteria, the provisions of SB 5 apply to urban areas of the Sacramento-San Joaquin Valley (including the City of Lodi) that are either covered in the FEMA 100-year floodplain or are within watersheds of more than 10 square miles, and where the potential flood depth is more than three feet.

Under SB 5, affected jurisdictions must determine that an Urban Level of Flood Protection will be achieved prior to approving most types of development within the 200-year floodplain. The term 200-year floodplain refers to areas anticipated to be inundated in a storm that has a 1-in-200 chance of occurring in any given year (200-year storm event). Specific actions requiring a determination of Urban Level of Flood Protection include:

- Entering into a Development Agreement for all types of property development.
- Approving a discretionary permit or other discretionary entitlement for all development projects.
- Approving a ministerial permit for all projects that would result in construction of a new residence.
- Approving a tentative map consistent with the Subdivision Map Act for all subdivisions.
- Approving a Parcel Map for which a tentative map is not required consistent with the Subdivision Map Act for all subdivisions.

The City Council considered various policy issues related to the 200-year floodplain at its June 4, 2019 Shirtsleeve session. In addition to providing background on 200-year floodplain requirements, staff requested Council direction on the following points:

- Definition of 200-Year Floodplain. The City is required to define a depth of inundation associated with the 200-year floodplain. SB 5 established that areas inundated to a depth of three feet of more must be considered within the 200-year floodplain. The City Council directed that this standard would be applied in Lodi.
- Building Floor Elevation. For property located within the 200-year floodplain, the City is required to establish a minimum building floor elevation. The City Council directed that building floors in the 200-year floodplain must be at or higher than the anticipated water level of the 200-year flood.
- Consider Planned Improvements. In modeling the 200-year floodplain, the City is allowed to consider planned projects that will provide additional flood protection (floodwall at Mills & Turner). The Council directed the 200-year floodplain be modeled as currently exists and without the benefit of future improvements.

The above direction was provided to KSN and applied in the modeling and mapping of the 200-year floodplain in the City of Lodi.

PROPOSED AMENDMENTS: Amendments to the Safety Element of the City's General Plan (Attachment 2) would address hazards associated with a 200-year storm event, including mapping of the 200-year floodplain (see Attachment 3). Additionally, State law general plan requirements have

been revised since the adoption of the Lodi General Plan and various revisions to the Safety Elements are proposed to achieve consistency with State law. Amendments to the Safety Element include:

- Discussion of 100-year and 200-year floodplains.
- Addition of 200-year floodplain map.
- Summary of KSN study that defined the 200-year floodplain ("Mokelumne River Hydraulic Analyses: Summary of Methodology and Results").
- Discussion of Agencies Responsible for Flood Protection.
- Statement on Slope Instability/Liquefaction potential.
- Discussion of hazards related to Climate Change.
- Updated summary of Emergency Management.

CONSULTATION: Senate Bill (SB) 18, requires a city or county to consult with Native American tribes prior to amendment of its general plan. On December 30, 2019, the City of Lodi requested that the Native American Heritage Commission (NAHC) identify tribes with traditional lands or cultural places in the City of Lodi. Based upon the NAHC's response, the City notified six tribes of the proposed General Plan amendment. No requests for consultation were received, thereby concluding the City's tribal consultation requirements under SB 18.

Government Code §65302.5 requires that the City provide a copy of the draft Safety Element and any technical studies associated with the draft Safety Element to the California Geologic Survey (CGS) for review and comment prior to adoption of the Safety Element. A draft of the Safety Element was submitted to CGS on July 24, 2020, and minor comments and corrections provided by CGS were incorporated into the draft Safety Element. As a follow up communication, the City provided CGS an amended copy of the draft Safety Element and associated background and technical information on July 8, 2020.

ENVIRONMENTAL ASSESSMENT: The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The amendment of the General Plan and Municipal Code is a project under CEQA.

Proposed amendments to the Safety Element respond to SB 5 flood risk legislation and address requirements for the General Plan Safety Element as established under the General Plan Guidelines as adopted by the California Office of Planning and Research (OPR). The amendments implement new limits and requirements related to development in the 200-year floodplain.

The General Plan establishes the policy direction for land use development within the City. The General Plan is comprised of nine elements or chapters, including Chapter 8 – Safety. A comprehensive update of the General Plan was adopted in 2010 and the Lodi General Plan Environmental Impact Report (EIR) (SCH No. 2009022075), was certified in 2010.

The proposed amendments to the Safety Element of the General Plan and Lodi Municipal Code (proposed amendments) will implement flood management requirements established under SB 5 and SB 1278. Additionally, the proposed amendments will address requirements of the State General Plan Guidelines for Safety Elements that have been adopted by the State of California since the 2010 adoption of Lodi's General Plan.

State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) requires that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of the following exists:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   Analysis: The proposed amendments will not result in any increases to the density or intensity of allowed uses allowed under the General Plan or allow any uses not currently allowed under the City's General Plan. The proposed amendments do not represent a significant change to the General Plan with regard to environmental effects and would not require amendment of the General Plan EIR.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   Analysis: The policies and programs of the City's General Plan and the analysis of environmental effects of the General Plan EIR remain valid. No changes in circumstances have occurred since certification of the EIR that would result in new significant environmental effects or an increase in the severity of previously identified significant effects related to the proposed amendments.

3. New information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time of the previous EIR was certified as complete shows any of the following:

   a. The project will have one or more significant impacts not discussed in the previous EIR;

   b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

   c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

   d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

   Analysis: The proposed amendment to the City's General Plan will not result in changes to the physical environment that were not previously analyzed in the General Plan EIR. Therefore, new information identified since certification of the General Plan EIR does not have the potential uncover any new significant impacts or substantial increases in the severity of impacts that would result from adoption of the General Plan amendment.

Based upon the above analysis, the City of Lodi has determined that, consistent with Section 15162 of the CEQA Guidelines, no modifications to the General Plan EIR would be necessary for it to adequately address the impacts of the proposed Project. Therefore, no further CEQA review is required.

PLANNING COMMISSION REVIEW: The Planning Commission, on August 26, 2020, held a duly noticed public hearing to consider the proposed amendments to the Safety Element of the City of Lodi

General Plan. Following its consideration and discussion of the proposed amendments the Planning Commission voted unanimously 6-0 to recommend that the City Council find the amendments are not subject to review under CEQA and to adopt the proposed amendments to the Safety Element of the City's General Plan. Planning Commission Resolution No. 20-13 is Attachment 4 to this council communication.

PUBLIC HEARING NOTICE:
Legal Notice of the Public Hearing to Adopt a Resolution Approving the Planning Commission's Recommendation to Amend the Safety Element of the City of Lodi General Plan to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection was published in the Lodi News Sentinel on September 5, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Respectfully Submitted,

John Della Monica
Community Development Director

Concur,

Janice D. Magdich
City Attorney

ATTACHMENTS:

1. Resolution of the City Council of the City of Lodi Amending the Safety Element of the City of Lodi General Plan with Exhibit A – Amended Safety Element.
2. Map of the F200 Overlay District.
3. Planning Commission Resolution No. 20-13.
4. 2010 Safety Element

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING THE SAFETY ELEMENT IN THE CITY'S GENERAL PLAN TO
IMPLEMENT THE PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278
RELATED TO 200-YEAR FLOOD PROTECTION

==========

WHEREAS, on October 7, 2020, the City Council of the City of Lodi held a duly noticed public hearing, pursuant to California Government Code Section 65402.(a); and

WHEREAS, the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and

WHEREAS, in 2007, the State adopted Senate Bill (SB) 5 (Machado) (and follow-on legislation (SB 1278)), which requires the City to amend its General Plan to address flooding that has a 1-in-200 chance of occurring in any given year (i.e., a 200-year storm); and

WHEREAS, the City staff retained the services of Kjeldsen Sinnock Neudeck Inc. (KSN) to prepare a hydraulic flood model of the City in keeping with the guidance provided DWR (State Criteria); and

WHEREAS, based upon the results of the KSN modeling ("Mokelumne River Hydraulic Analyses: Summary of Methodology and Results", dated December 19 2018) and a review of the requirements of SB 5 and SB 1278, staff has identified specific changes necessary to the City's General Plan; and

WHEREAS, the City of Lodi General Plan was adopted in April 2010, and since 2010 various new requirements for the Safety Element of the General Plan have been issued under the General Plan Guidelines, as adopted by the California Office of Planning and Research; and

WHEREAS, implementation of SB 5 standards and procedures requires amendments to the City of Lodi General Plan Safety Element to meet the requirements of the General Plan Guidelines; and

WHEREAS, the City provided a draft of the proposed revision to the Safety Element to the City's General Plan to the California Geologic Survey for review, and received initial comments on July 23, 2020, that have been incorporated into the draft General Plan Safety Element; and

WHEREAS, the City of Lodi requested that the Native American Heritage Commission (NAHC) identify tribes with traditional lands or cultural places in the City of Lodi, and on January 10, 2020 notified six tribes as identified by the NAHC of the proposed Lodi General Plan amendment. Upon receiving no requests for consultation the City concluded tribal consultations required by SB 18; and

WHEREAS, the City of Lodi General Plan was last updated and adopted in 2010 and the Lodi General Plan Environmental Impact Report (EIR) (SCH No. 2009022075), was certified in 2010; and

WHEREAS, no amendment to the Safety Element of the City's General Plan has the potential to increase the density or intensity of development or allow any uses that were not analyzed by the General Plan EIR or currently allowed under the City's General Plan; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines Section 15162 identifies that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of three stated criteria exists; and

WHEREAS, on August 26, 2020, the Planning Commission of the City of Lodi held a duly noticed and required public hearing, on the proposed General Plan amendment and recommended

on a unanimous vote of 6-0 that: 1) the City Council determine the proposed amendments to the City's General Plan are exempt from review under CEQA, subject to Section 15162 of the CEQA Guidelines, and 2) the City Council amend the Safety Element of the City's General Plan as proposed; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED that the City Council of the City of Lodi hereby determines that the proposed amendments to the Lodi General Plan are exempt from review under the California Environmental Quality Act (CEQA) subject to Section 15162 of the CEQA Guidelines based on the following findings:

1. The proposed amendments to the Safety Element will not result in any increases to the density or intensity of allowed uses allowed under the City's General Plan or allow any uses not currently allowed under the General Plan. The proposed amendments to the Safety Element do not represent a significant change to the General Plan with regard to environmental effects and would not require amendment of the City's General Plan EIR.

2. The policies and programs of the City's General Plan and the analysis of environmental effects of the City's General Plan EIR remain valid. No changes in circumstances have occurred since certification of the City's General Plan EIR that would result in new significant environmental effects or an increase in the severity of previously identified significant effects related to the proposed amendments.

3. The proposed amendments to the Safety Element of the City's General Plan will not result in changes to the physical environment that were not previously analyzed in the City's General Plan EIR. Therefore, new information identified since certification of the City's General Plan EIR does not have the potential uncover any new significant impacts or substantial increases in the severity of impacts that would result from adoption of the proposed amendments to the Safety Element of the City's General Plan.

NOW, THEREFORE, BE IT FURTHER DETERMINED AND RESOLVED that the City Council of the City of Lodi hereby amends the Safety Element of the City's General Plan as set forth in Exhibit A, attached hereto and made a part hereof.

Dated: October 7, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS --

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

8

The Safety Element identifies the natural and manmade hazards that exist within the city. It seeks to mitigate their potential impacts, through both preventative and response measures, to ensure the continued health and safety of Lodi community members.

This Element addresses flooding and drainage; potentially hazardous materials and operations; seismic and geologic hazards; fire hazards; and emergency management. Potential health hazards related to air quality are addressed in Chapter 7: Conservation. Storm drain infrastructure related to flooding and drainage is discussed in Chapter 3: Growth Management and Infrastructure.

8.1 FLOODING AND DRAINAGE

Flood Zones

Figure 8-1 shows areas within the 100-year floodplain zones. The map uses Flood Insurance Rate Map (FIRM) 100-year floodplain data produced by Federal Emergency Management Agency (FEMA). The FIRM is the only official mapping for the purposes of National Flood Insurance Program (NFIP) regulations and coverage areas. Additional flood risk data, including 200-year flood data shown in Figure 8-2, described below, is not approved by FEMA for use in relation to the NFIP.

Based on revised flood risk evaluations prepared by ~~the Federal Emergency Management Agency (~~FEMA~~)~~ for the City of Lodi and San Joaquin County, effective October 19, 2009, flood hazards are a constraint to development only in two areas of the city: the area immediately adjacent to the Mokelumne River along the city's northern boundary, and the area around the White Slough Water Pollution Control Facility, the City's wastewater treatment facility, in the southwest corner of the Planning Area.

As shown on Figure 8-1, these areas ~~lie within Zone AE, meaning that they~~ are subject to a 1% annual (100-year) flood. Flooding depths in this area are generally greater than three feet. No new development is planned within either of these areas.

Most of the city and the Planning Area lie within areas designated Zone X (500)~~, which describes lands~~ that are subject to the 0.2% annual (500-year) flood zone or that lie within the 100-year flood zone, but with flooding depths less than one foot. This suggests that these areas have a low susceptibility to major flooding, but would be inundated during a 500-year flood event. The remaining portions of the city and Planning Area are classified as Zone X, meaning that they lie outside the 500-year flood zone.

200-Year Floodplain

Figure 8-2 shows areas within the 200-year floodplain which are subject to urban level of flood protection requirements with flood depths of 3--feet or greater. This map identifies areas where higher standards of development and flood protection may be required before issuance of building permits.

Figure 8-2 was developed using data provided by DWR, supplemented by a floodplain study *Mokelumne River Hydraulic Analyses: Summary of Methodology & Results, December 19, 2018* prepared by the firm of Kjeldsen, Sinnock Neudeck, Inc. (KSN). This report provides the technical basis for mapping the extents of the 200-year floodplain within the City of Lodi.

The primary source of potential flooding for Lodi is the Mokelumne River which flows along the City's northern border. The 200-year floodplain resulting from the Mokelumne River within the City was modeled based on several data sources, including a review of the Mokelumne River watershed and a review of existing flood data.

The Mokelumne River is formed by the confluence of the North Fork Mokelumne River and the Middle Fork Mokelumne River in the western slopes of the Sierra Nevada. It flows from this confluence along the Amador and Calaveras County Line down through Pardee and Camanche Reservoirs past Lockeford and Lodi until its eventual discharge into the San Joaquin River near Bouldin Island. The watershed is generally divided into two sub-watersheds: the Upper Mokelumne River and the Lower Mokelumne River with Pardee and Camanche Reservoirs between the two sub-watersheds. The Upper Mokelumne River is primarily federally managed wilderness with some commercial timber land and protected watershed areas managed by the East Bay Municipal Utility District (EBMUD). The Lower Mokelumne River is part of the rich agricultural region of the Central Valley with grapes being the major crop grown in the watershed.

The anticipated 200-year flood event in Lodi is caused by the Mokelumne River rising out of its banks and inundating a wide, flat developed area. Various scenarios were modeled using a combined one-dimensional/two-dimensional hydraulic model. Due to the nature of the flooding anticipated in the Lodi area, the HEC-RAS v.5.0.5 was selected as hydraulic model for the flooding analysis.

Lodi has reliable historical data along four points of the Mokelumne River from past floods- in 1955, 1986, 1997, and 2017. This data was combined with East Bay Municipal Utility District's

hydrologic and stream flow data along the Mokelumne River to calibrate the model for this analysis.

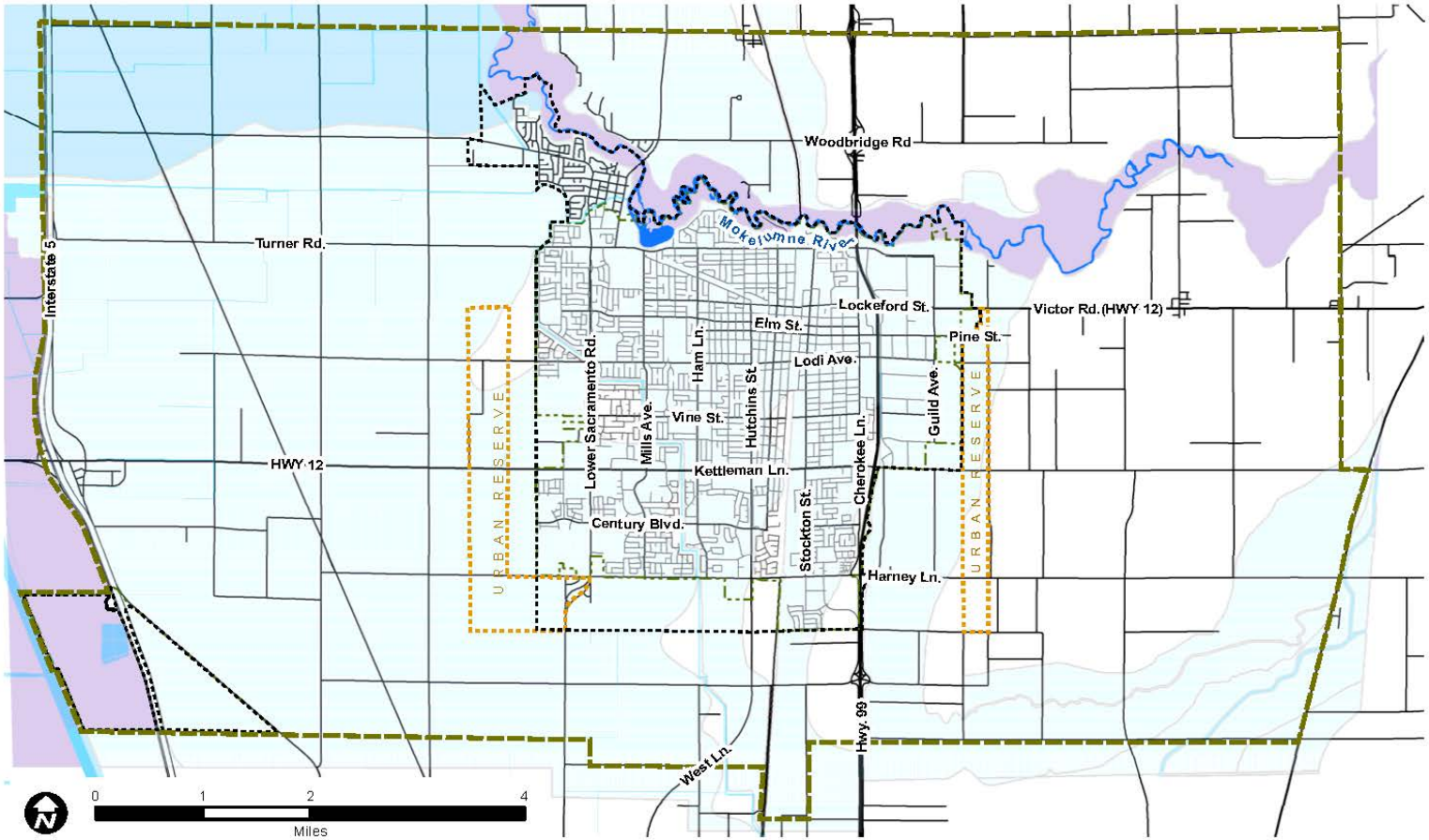
Due to the significantly higher elevations in the high-water mark elevations observed during the 1955 flood event as compared to the three other events, the 1955 flood event was selected as the primary flood to which the hydraulic model was calibrated.

Based upon the analysis described above, and as described in greater detail within the KSN report, areas subject to flooding greater than three feet in depth within the City were mapped as presented in Figure 8.2. Consistent with the requirements of Senate Bill 5 (SB 5), no construction may occur within the delineated 200-year flood plan unless the City finds and determines that urban level of flood protection requirements have been satisfied.

Dam Inundation

Large quantities of water stored in reservoirs along the Mokelumne, Calaveras, and Stanislaus River systems pose a potential threat to inhabitants of the Planning Area. Flooding could occur as a result of releases from reservoirs upstream of the Planning Area. Partial or complete failure of a dam along any of these rivers, especially the Mokelumne River, could cause inundation in the Planning Area. Dams that pose a direct threat to the Planning Area include Camanche, Camanche South and North Dikes, and Pardee Dam. The entire Planning Area would be inundated in the event of a failure of any of these dams, except for the Camanche North Dikes Dam, whose failure would just flood the Planning Area north of Kettleman Lane.

FIGURE 8-1: 100-YEAR AND 500-YEAR FLOOD ZONES



Zone A: Area subject to 1% annual chance flood, Base Flood Elevations not determined

Zone AE: Area subject to 1% annual chance flood, Base Flood Elevations determined

Zone X (500): Areas of 0.2% annual chance flood; or areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile

Zone X: Areas determined to be outside of 0.2% annual chance flood.

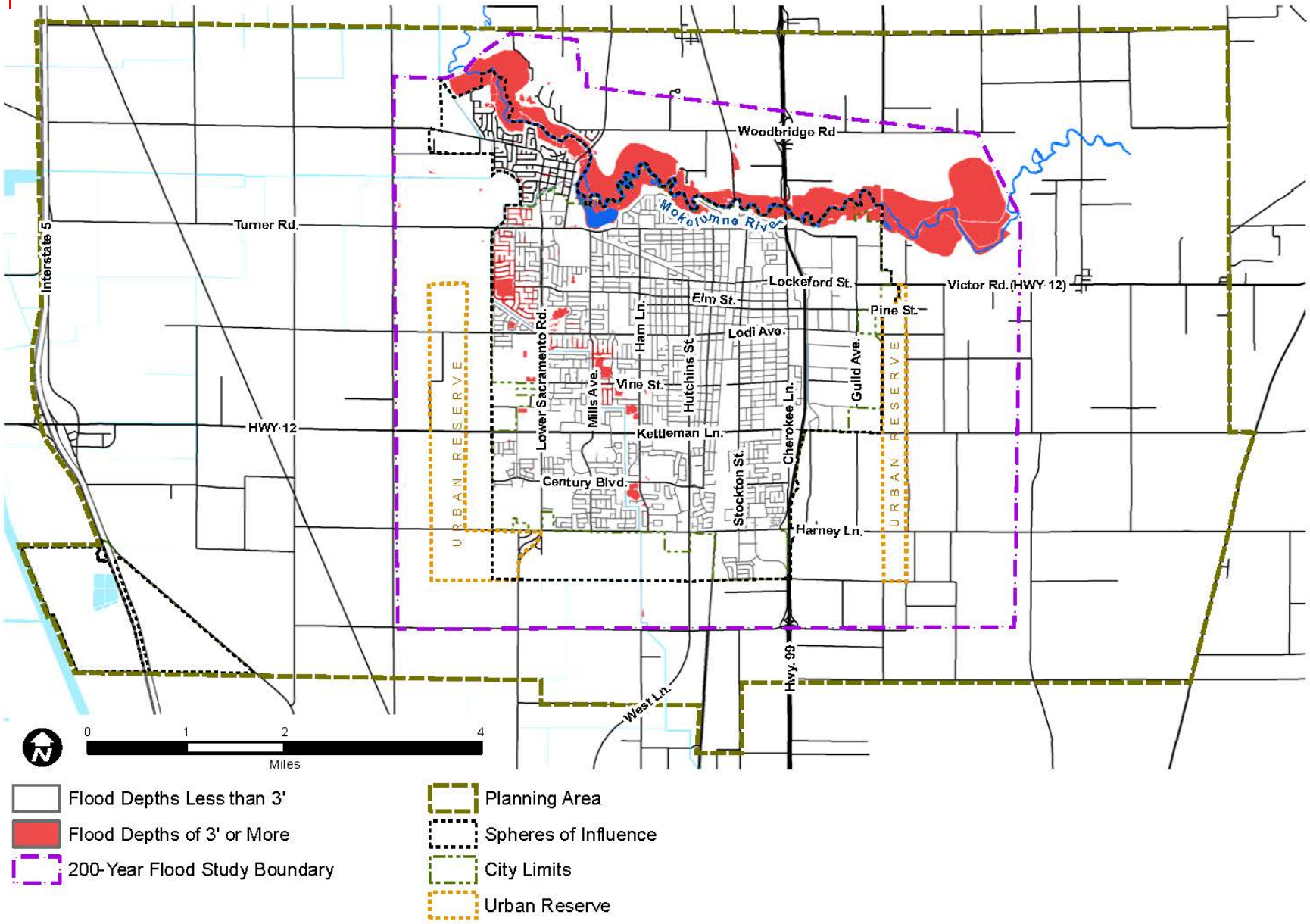
Planning Area

Spheres of Influence

City Limits

Urban Reserve

FIGURE 8-2: 200-YEAR FLOOD ZONES



Flood Protection

Berms along the Mokelumne River were privately built and vary in height. Upstream of SR-99, the adjacent agricultural lands are protected against floods up to the 50-year currents by low discontinuous berms. Berm overtopping here from larger flood events (e.g. the 100-year flood) would not, however, cause inundation in the Planning Area. Berms west of SR-99 are higher and provide protection from flows slightly greater than the 100-year event. Should a major storm event cause berms to be over topped or if a berm or dam fails, flooding would occur. Flooding can also occur when runoff exceeds the capacity of local systems and cannot drain adequately. As long as berms are not over-topped and maintain their structural integrity, flooding is considered to be very unlikely.

San Joaquin County has prepared a Dam Failure Plan that identifies hazards to the county from dams and reservoirs. The Dam Failure Plan also identifies actions that will be taken to respond to flood-related emergencies in the event that flooding occurs. These actions would include implementation of the Standardized Emergency Management System and the County's Multi-Hazard Emergency Plan (see Section 8.5: Emergency Management for details).[1]

Although major flooding is not anticipated, as existing agricultural and open space lands are converted to urban uses, there will be an increase in stormwater runoff from additional impervious surfaces. To minimize those impacts, General Plan policies seek to manage stormwater runoff, through the permitting process, good stormwater management practices (e.g. porous materials, cisterns, bioswales, etc.), and the construction of open spaces and drainage basins (see Chapter 6: Parks, Recreation, and Open Space).

Agencies Responsible for Flood Protection

Federal Emergency Management Agency

FEMA is a federal agency whose mission is to reduce the loss of life and property from natural and human-made disasters through a comprehensive, risk-based emergency management system. One of the agency's responsibilities is to maintain flood zone maps.

California Department of Water Resources

DWR implements the California Water Code, regulates activities in California's floodways, encourages preventive flood control maintenance, and operates some flood control projects.

Central Valley Flood Protection Board and Plan

The Central Valley Flood Protection Board developed and adopted the CVFPP in 2012 and continues to oversee the plan's implementation. The CVFPP provides conceptual guidance to reduce the risk of flooding for about one million people in California and $70 billion in infrastructure, homes, and businesses with a goal of providing 200-year flood protection to urban areas.

8.2 Potentially Hazardous Materials and Operations

This section focuses on human-made hazards associated with the exposure to hazardous materials, as well as fire, transportation, and utility corridor hazards. Hazardous wastes generated by both residents and businesses within the Planning Area contribute to environmental and human health hazards that have become an increasing public concern. However, proper waste management and disposal practices can minimize public concern over toxicity and the contamination of soils, water, and the air.

Hazardous Materials

As of May 2009, the State Water Resources Control Board reported an inventory of Leaking Underground Storage Tanks (LUST) and other (non-fuel) cleanup sites. The majority of the LUST sites have been remediated, with only nine sites listed as still "open" for remediation, monitoring, or assessment. These sites are described in a table in Appendix C and shown in Figure 8-~~2~~3.

The California Integrated Waste Management Board (CIWMB) is responsible for managing California's solid waste stream. The CIWMB works in partnership with local government, industry, and the public to reduce waste disposal and ensure environmentally safe landfills are maintained. Table 8-1 and Figure 8-3~~2~~ describe solid waste, recycling, and landfills facilities (including closed facilities).

TABLE 8–1: SOLID WASTE AND/OR RECYCLING FACILITIES AND LANDFILL SITES IN THE PLANNING AREA

SITE	ADDRESS
Solid Waste and Landfill	
Lodi City Landfill	N of Awani Dr. and Mokelumne River Dr.
Central Valley Waste Services	1333 E. Turner Rd.
Valley Landscaping	1320 East Harney Ln.
Recycling Centers	
Pinos Recycling Co.	741 S Cherokee Ln.
Tokay Recycling Center	60 S Cluff Ave.
Tomra Pacific Inc/Apple Market	1320 W Lockeford St.
Diaz Recycling	845 S Central Ave.
Nexcycle/Save Mart #209	610 W Kettleman Ln.
Tomra Pacific Inc/Food 4 Less	2430 W Kettleman Ln.
Nexcycle/Safeway #1648	2449 W Kettleman Ln.

FIGURE 8-32: POTENTIAL HAZARDOUS MATERIALS SITES

Potentially Hazardous Operations

Airports and Airstrips

Airport-related hazards are generally associated with aircraft accidents, particularly during takeoffs and landings. Airport operation hazards include incompatible land uses, power transmission lines, wildlife hazards (e.g. bird strikes), and tall structures (e.g. traffic control towers). (Note that noise impacts are discussed in Chapter 9: Noise.)

Existing public use airports within or adjacent to the Planning Area include:

- Kingdon Airpark: seven miles southwest of downtown Lodi;
- Lodi Airpark: five miles southwest of downtown Lodi, near the intersection of Armstrong and Lower Sacramento roads (inside the Planning Area); and
- Ten private airstrips within or adjacent to the Planning Area.

The 2009 San Joaquin County Airport Land Use Plan provides information on existing and future operations, potential hazards, and land use compatibility. According to the Plan Kingdon Airpark is planning to extend its runway to permit more flights and aircraft types (i.e. from solely accommodating single-engine planes to allowing business jets and turboprop aircraft). No future improvements are anticipated at the Lodi Airpark. Given the distance of these airports from the city's boundaries, the airports do not present substantial hazards to people or property in Lodi.

The Plan's land use compatibility matrix and compatibility zone map is shown in Figure 8-43. The southeast portion of Lodi, south of Century Boulevard, lies with in Zone 8: Airport Influence Area, which does not have any land use restrictions. A portion of the Urban Reserve General Plan area, along the north side of Hogan Lane, lies within Zone 7: Traffic Pattern. This classification prohibits outdoor stadiums and non-residential uses with densities greater than 450 persons per acre, and requires at least 10% open space.

FIGURE 8-43: AIRPORT COMPATIBILITY ZONES

Railroads

Potential hazards associated with railroads include collisions and train derailment. Either of these incidents can lead to human injury or death as well as causing various environmental impacts. The Federal Railroad Administration regulates railroad safety and provides oversight to the use of railroads.

Lodi is served by two national rail lines, Union Pacific Railroad and the Burlington Northern Santa Fe. The city is also served by a local railroad, Central California Traction, which runs contiguous to industrial areas. Daily passenger service via Amtrak is available from Lodi to San Francisco, Los Angeles, Sacramento and points between. A more detailed discussion of railroad operations and infrastructure may be found in Chapter 5: Transportation.

Utility Corridors

One of the primary causes of disruption to underground natural gas pipelines, which are present in the Planning Area, is external force damage that occurs during excavation activities. Such damage can create pipeline leaks or ruptures and lead to hazardous health and safety conditions. However, a national program is in place to prevent accidental pipeline damage caused by excavation. For areas adjacent to an underground utility pipeline, the U.S. Department of Transportation Office of Pipeline Safety requires that individuals contact the state "One-Call" center prior to beginning excavation. Advanced planning, effective use of these one-call systems, accurate locating and marking of underground facilities, and the use of safe-digging practices can all be effective in reducing underground facility damage and potentially hazardous conditions.

8.3 SEISMIC AND GEOLOGIC HAZARDS

In general, geologic and seismic hazards do not pose a substantial risk to development in Lodi or to overall public safety. The Central Valley is filled with a thick sequence of sediments eroded from the Sierra Nevada range to the east. The most recent deposits in the region are floodplain deposits, consisting of clay, silt, and some sand.

Seismicity

The Planning Area is located 65 miles east of the Bay Area and lies within Seismic Risk Zone 3. Earthquakes in Seismic Risk Zone 3 pose a lesser risk than those experienced in Zone 4 (such as the San Francisco Bay Area). The Planning Area may be affected by regionally occurring earthquakes; however, impacts resulting from such an event are not likely to be severe. Figure 8-54 identifies active and potentially active faults in and around the Planning Area.

Regional Faults

Lodi's nearest active fault is the Greenville Fault, located approximately 34 miles south of the Planning Area.[2] The Maximum Moment magnitude of the maximum probable earthquake on the Greenville Fault is estimated to be 6.9.[3] Other faults close to the Planning Area exhibiting historic displacement (activity within the last 200 years) are the Concord-Green Valley and Hayward Faults located approximately 45 miles west-northwest and 56 miles west of the Planning Area, respectively. Portions of the Calaveras Fault zone also have been rated as being active within the last 200 years; those portions are located approximately 46 miles southwest of the site. The nearest Quaternary fault (2 million years ago to present) to the Planning Area showing evidence of activity within the past 1.6 million years is the San Joaquin Fault located approximately 24 miles southwest of the Planning Area.[4] The nearest mapped fault trace, the Stockton Fault, is not considered an active fault.

Seismic Structural Safety

The greatest geologic hazard in Lodi is the structural danger posed by ground shaking from earthquakes originating outside of the area. During a high intensity event, some damage could occur to well-made structures and chimneys; some towers could fall; and poorly constructed or weak structures could be heavily damaged. The susceptibility of a structure to damage from ground shaking is related to the underlying foundation material. A foundation of rock or very firm material can intensify short-period motions, which affect low-rise buildings more than tall,

flexible ones. A deep layer of saturated alluvium can cushion low-rise buildings, but it can also accentuate the motion in tall buildings. Other potentially dangerous conditions include, but are not limited to: building architectural features that are not firmly anchored, such as parapets and cornices; roadways, including column and pile bents and abutments for bridges and overcrossings; and above-ground storage tanks and their mounting devices.

The risk of surface fault rupture is considered low due to the substantial distance from the active Hayward and Calaveras Fault zones and the type of ground shaking expected from those faults. The California Geologic Survey (CGS) prepared mapping that defines hazard levels associated with ground shaking, Earthquake Shaking Potential for California, 2016, and designates Lodi and surrounding lands as having low potential for earthquake-induced ground shaking.

Other Geologic Hazards

Additional geologic hazards that may exist within the Planning Area include soil erosion and settlement. The Planning Area is primarily flat and thus the risk of unstable soils or landslides is considered relatively low.

Soil Erosion

Soil erosion is the process whereby soil materials are worn away and transported to another area either by wind or water. Rates of erosion can vary depending on the soil material and structure, placement, and the general level of human activity. Soil containing high amounts of sand or silt can be easily eroded while clayey soils are less susceptible. The Tokay soils present in the Planning Area have a moderate potential for wind erosion. The Tujunga soils, found in more limited quantities in the Planning Area, have a severe potential for wind erosion if vegetative covering is removed.

[FIGURE 8-54: REGIONAL FAULTS]

Expansive Soils

Expansive soils are largely comprised of clay, which expand in volume when water is absorbed and shrink when dried. Structural damage may result over a long period of time, usually resulting from inadequate soil and foundation engineering or the placement of structures directly on expansive soils. Several of the soil types located within the Planning Area are comprised of potentially expansive materials. However, the majority of the Planning Area either has not been measured for soil shrink-swell or has a low potential for soil shrink-swell.

Settlement

Settlement is the consolidation of the underlying soil when a load, such as that of a building or new fill material, is placed upon it. When soil tends to settle at different rates and by varying amounts depending on the load weight, it is referred to as differential settlement. Settlement commonly occurs as a result of building construction or other large projects that require soil stockpiles. Areas of the Planning Area that contain fill material may be susceptible to

settlement. If the fill materials are unconsolidated they have the potential to respond more adversely to additional load weights as compared to adjacent native soils.

Slope Instability/Liquefaction

Due to the relatively level terrain in and around the City of Lodi, potential for hazards associated with slope instability and/or landslides is very low. A review of CGS records (https:maps.consewrvation.ca.gov/cgs/informationwarehouse/) determined that CGS has not yet evaluated risks associated with slope instability or liquefaction in the vicinity of the City of Lodi.

8.4 FIRE HAZARDS

Both urban and wildland fire hazards exist in the Lodi Planning Area, creating the potential for injury, loss of life, and property damage. In the event of a fire, the Fire Department relies on sufficient water supply and pressure. The City's design standard for water transmission facilities is to provide 4,000 gallons per minute of flow at a minimum 45 pounds per square inch of pressure in pipes 8 inches and larger.

Urban Fire Hazards

Urban fires primarily involve the uncontrolled burning of residential, commercial, and/or industrial structures due to human activities. Factors that exacerbate urban structural fires include substandard building construction, highly flammable materials, delayed response times, and inadequate fire protection services.

Wildland Fire Hazards

The Planning Area is not characterized by substantial areas of wildlands. The topography of the area is relatively homogenous and steep slopes that could contribute to wildland fires are not common. Data provided by the California Department of Conservation Fire and Resource Assessment Program in 2007 indicate that less than one percent of the Planning Area has "Moderate" fire hazard potential. The remaining areas are classified as urban or non-wildland. No portions of the Planning Area are classified as having a "High" or "Very High" risk.

8.5 CLIMATE CHANGE

As noted in the 2017 San Joaquin County LHMP, climate change is virtually certain to continue without immediate and effective global action. According to NASA, 2016 was on track to be the hottest year on record, and 15 of the 17 hottest years have occurred since 2000. Without significant global action to reduce greenhouse gas emissions, the Intergovernmental Panel on Climate Change (IPCC) concludes in its Fifth Assessment Synthesis Report (2014) that average global temperature increases are likely to exceed 1.5 C by the end of the 21st century, with consequences for people, assets, economies and ecosystems, including risks from heat stress, storms and extreme precipitation, inland and coastal flooding, landslides, air pollution, drought, water scarcity, sea level rise and storm surges.

The *2018 Report: Indicators of Climate Change in California*, prepared by the California Office of Environmental Health Hazard Assessment documents changing climate indicators and the

potential resulting hazards. The impacts of climate change vary dramatically based upon the location evaluated with diverse impacts such as coastal flooding due to sea level rise, increased wildfire risk due to heat and drought and increased landslide potential due to increasingly severe storms. In general, the City of Lodi is buffered from the more severe increased hazards of climate change due to location, topography and surrounding land uses. The most significant threats to the community and its residents will likely result from increasing sea levels and extreme heat events.

The California Natural Resources Agency in a 2012 report estimated that sea levels along the California coast will rise between 3 and 5 feet by 2100. A combination of increased storm intensity and saltwater intrusion in the Sacramento-San Joaquin Delta resulting from higher sea levels could increase the risk for flood-caused levee failures, increasing flood risk and contaminating freshwater supplies stored and conveyed in the delta.

Climate change has the potential create hazards to the community and its members. Warming temperatures and changes in precipitation can affect vector-borne pathogen transmission and disease patterns in California. West Nile Virus currently poses the greatest mosquito-borne disease threat. In 2006, heat-related deaths and illnesses were much higher than any other year because of a prolonged heat wave. While difficult to track, climate change can impact human well-being in many ways, including injuries and fatalities from extreme events, and respiratory stress from poor air quality (Mellilo et al., 2014).

With regard to other hazards associated with climate change, Lodi faces relatively lower threats. The hazards of wildland fires impacting Lodi and its residents are reduced by the overall compact form of the urban community and the cultivated agricultural lands surrounding the City. The steep topography and wooded slopes that have contributed to severe fire events in other parts of the state are not present in and around Lodi. Similarly, the local topography is gently rolling and not subject to landslides or land failure resulting from severe storm events. Reduced water supply resulting from prolonged droughts has the potential to impact Lodi. Water supply and service is discussed in Chapter 3 – Growth Management and Infrastructure, of this General Plan.

8.6~~5~~ EMERGENCY MANAGEMENT

Public Safety Departments

The Lodi Police and Fire departments manage public safety in Lodi, with the Fire Department leading emergency preparedness and planning.

The Fire Department provides a wide range of emergency and non-emergency services, including fire suppression, emergency medical services, hazardous materials response, technical rescue, fire prevention, public education, and related safety services. The Emergency Operations Center, located at the Police department building, serves as the center of the city's emergency operations. City operations remain in compliance with the National Incident

Management System, a comprehensive national approach to incident management, applicable to federal, state, and local governments and the Standardized Emergency Management System, which provides a strategy and framework to address multi-agency and multi-jurisdictional emergencies in California.

As of ~~2008~~2020, the Fire Department had ~~59~~ 57 personnel, including 51 firefighters, company officers, or battalion chiefs. The city of Lodi has an Insurance Services Office (ISO) rating of Class 3. A Class 3 ISO rating indicates that the Fire Department is strategically placed throughout the City, and has adequate personnel, equipment, and expertise to serve the current population. In 2006, the most recent year of data availability, the department met the self-imposed National Fire Protection Association's response time criteria of 6 minutes for 90% of all calls.

The Police Department's basic responsibility is to protect and serve the public and property within Lodi, through crime prevention, investigation, and other services. As of ~~2008~~2020, the Police Department had ~~118~~ 109 full-time employees and 120 volunteers, with ~~78~~ 77 sworn officers.

Emergency Planning

~~The City has adopted the~~ San Joaquin County updated its Local Hazard Mitigation Plan in 2017. This document addresses County lands and is not a Multi-Jurisdictional Hazard Mitigation Plan. San Joaquin County has also prepared an Emergency Operations Plan that addresses major hazards such as severe weather, flood and damn failure, drought and water shortage and electrical system de-energization. These plans ~~This plan identifies~~identify measures to reduce the impacts of natural and manmade hazards and to facilitate the recovery and repair of structures if damage should occur from hazardous events. ~~Adoption of the plan ensures that Lodi is eligible for certain federal and State funds for disaster recovery in case of such an event.~~

Evacuation Routes and Safety Standards

The City of Lodi benefits from numerous points of access that range from State Highways (Highway 99 and Kettleman Lane/Highway 12) to minor roadways that extend into San Joaquin County lands that surround the City. Numerous roads extend to the north, south, east and west, providing multiple routes of exit in each direction from the City in the event of an emergency or catastrophic event.

The City provides street standards for all street types, thus ensuring appropriate standards for emergency access and evacuation. For example, the standards specify roadway widths of 30 feet (curb-to-curb) for minor residential streets and 52 feet for major collector streets.

8.6 POLICIES

GUIDING POLICIES

S-G1 Ensure a high level of public health and safety.

S-G2 Prevent loss of lives, injury, illness, and property damage due to flooding, hazardous materials, seismic and geological hazards, and fire.

S-G3 Protect the public from disasters and provide guidance and response in the event a disaster or emergency.

S-G4 Minimize vulnerability of infrastructure and water supply and distribution systems.

IMPLEMENTING POLICIES

Flooding and Drainage

S-P1 Continue to participate in the National Flood Insurance Program and ensure that local regulations are in full compliance with standards adopted by FEMA.

S-P2 Cooperate with appropriate local, State, and federal agencies to address local and regional flood issues and dam failure hazards.

S-P3 Require adequate natural floodway design to assure flood control in areas where stream channels have been modified and to foster stream enhancement, improved water quality, recreational opportunities, and groundwater recharge.

S-P4 Cooperate with and encourage reclamation districts to institute a berm maintenance program to reduce berm failures and shall coordinate with appropriate State, federal, and local flood control agencies in planning efforts to ensure the continued protection of local and regional flood control systems.

S-P5 Continue to ensure, through the development review process, that future developments do not increase peak storm flows and do not cause flooding of downstream facilities and properties. Additionally, the City shall ensure that storm drainage facilities are constructed to serve new development adequate to storm runoff generated by a 100-year storm.

S-P6 Prohibit new development, except for public uses incidental to open space development, within Zone A (100-year flood zone) of the most current FEMA floodplain map (see Figure 8-1 for the most current map).

S-P7 The City will update data on the 200-year floodplain through an annual review. This updated information will be made available and referenced during the development review process for areas within the base case 200-year flood map, as shown in Figure 8.2.

S-P8 The City will not: approve any discretionary permit or other discretionary entitlement; approve any ministerial permit that would result in the construction of a new residence; approve a tentative map, or a parcel map for which a tentative map was not required; or enter into a development agreement for any project located in the 200-year floodplain unless it meets one or more of the flood protection findings established under Section 15.60.130.D of the Lodi Municipal Code.

S-P9~~7~~ Site critical emergency response facilities—such as hospitals, fire stations, police offices, substations, emergency operations centers and other emergency service facilities and utilities outside of the 200-year floodplain to minimize exposure to flooding and other hazards.

S-P~~8~~10 Update Zoning Ordinance and development review process as needed to reduce peak-hour stormwater flow and increase groundwater recharge. These may include provisions for:

- Constructing parking areas and parking islands without curbs and gutters, to allow stormwater sheet flow into vegetated areas.
- Grading that lengthens flow paths and increases runoff travel time to reduce the peak flow rate.

- Installing cisterns or sub-surface retention facilities to capture rainwater for use in irrigation and non-potable uses.

S-P~~9~~11 Update City street design standards to allow for expanded stormwater management techniques. These may include:

- Canopy trees to absorb rainwater and slow water flow.
- Directing runoff into or across vegetated areas to help filter runoff and encourage groundwater recharge.
- Disconnecting impervious areas from the storm drain network and maintain natural drainage divides to keep flow paths dispersed.
- Providing naturally vegetated areas in close proximity to parking areas, buildings, and other impervious expanses to slow runoff, filter out pollutants, and facilitate infiltration.
- Directing stormwater into vegetated areas or into water collection devices.
- Using devices such as bioretention cells, vegetated swales, infiltration trenches and dry wells to increase storage volume and facilitate infiltration.
- Diverting water away from storm drains using correctional drainage techniques.

Hazardous Materials and Operations

S-P~~10~~ 12Require that all fuel and chemical storage tanks are appropriately constructed; include spill containment areas to prevent seismic damage, leakage, fire and explosion; and are structurally or spatially separated from sensitive land uses, such as residential neighborhoods, schools, hospitals and places of public assembly.

S-P~~11~~ 13 Ensure compatibility between hazardous material users and surrounding land use through the development review process. Separate hazardous waste facilities from incompatible uses including, but not limited to, schools, daycares, hospitals, public gathering areas, and high-density residential housing through development standards and the review process.

S-P~~12~~ 14 Consider the potential for the production, use, storage, and transport of hazardous materials in approving new development. Provide for reasonable controls on such hazardous materials. Ensure that the proponents of applicable new development projects address hazardous materials concerns through the preparation of Phase I or Phase II hazardous materials studies, as necessary, for each identified site as part of the design phase for each project. Require projects to implement federal or State cleanup standards outlined in the studies during construction.

S-P~~13~~15 Regulate the production, use, storage, and transport of hazardous materials to protect the health of Lodi residents. Cooperate with the County and Lodi Fire Department in the identification of hazardous material users, development of an inspection process, and implementation of the City's Hazardous Waste Management and Hazardous Materials Area plans. Require, as appropriate, a hazardous materials inventory for project sites, including an assessment of materials and operations for any development applications, as a component of the development environmental review process or business license review/building permit review.

S-P~~14~~16 Work with waste disposal service provider(s)to educate the public as to the types of household hazardous wastes and the proper methods of disposal and shall continue to provide opportunities for residents to conveniently dispose of household hazardous waste.

S-P~~15~~ 17 Continue to follow the County Comprehensive Airport Land Use Plan for guidelines on land use compatibility near airports, land use restrictions, and to ensure public safety.

S-P~~16~~18 Support grade-separated railroad crossings, where feasible, and other appropriate measures adjacent to railroad tracks to ensure the safety of the community.

S-P~~17~~19 Continue to mark underground utilities and abide by federal safe-digging practices during construction.

Seismic and Geologic Hazards

S-P~~18~~20 Ensure that all public facilities, such as buildings, water tanks, underground utilities, and berms, are structurally sound and able to withstand seismic activity.

S-P~~19~~21 For buildings identified as seismically unsafe, prohibit a change in use to a higher occupancy or more intensive use until an engineering evaluation of the structure has been conducted and structural deficiencies corrected consistent with City building codes.

S-P~~20~~ 22 Require soils reports for new projects and use the information to determine appropriate permitting requirements, if deemed necessary.

S-P~~21~~23 Require that geotechnical investigations be prepared for all proposed critical structures(such as police stations, fire stations, emergency equipment, storage buildings, water towers, wastewater lift stations, electrical substations, fuel storage facilities, large public assembly buildings, designated emergency shelters, and buildings three or more stories high) before construction or approval of building permits, if deemed necessary. The investigation shall include estimation of the maximum credible earthquake, maximum ground acceleration, duration, and the potential for ground failure because of liquefaction or differential settling.

S-P~~22~~24 Require new development to include grading and erosion control plans prepared by a qualified engineer or land surveyor.

Fire Hazards

S-P~~23~~25 Maintain a vegetation management program to ensure clearing of dry brush areas. Conduct management activities in a manner consistent with all applicable environmental regulations.

Emergency Management

Policies related to police and fire facilities are addressed in Chapter 3: Growth Management and Infrastructure.

S-P~~24~~26 Coordinate with local, State, and Federal agencies to establish, maintain, and test a coordinated emergency response system that addresses a variety of hazardous and threatening situations. Conduct periodic emergency response exercises to test the effectiveness of City emergency response procedures. Develop and implement public information programs concerning disaster response and emergency preparedness and develop mutual aid agreements and communication links with surrounding communities for assistance during times of emergency.

S-P~~25~~27 Maintain and periodically update the City's Emergency Preparedness Plan, including review of County and State emergency response procedures that must be coordinated with City procedures.

S-P~~26~~28 Ensure that major access and evacuation corridors are available and unobstructed in case of major emergency or disaster. Continue to identify appropriate road standards, including minimum road widths and turnouts to provide adequate emergency access and evacuation routes.

S-P~~27~~29 Continue to use the San Joaquin County Hazard Mitigation Plan to reduce hazard risk and coordinate with the County on its update and implementation, consistent with the Federal Emergency Management Agency and the Disaster Act of 2000.

The following definitions should be added to the General Plan Glossary upon adoption of the General Plan Safety Element.

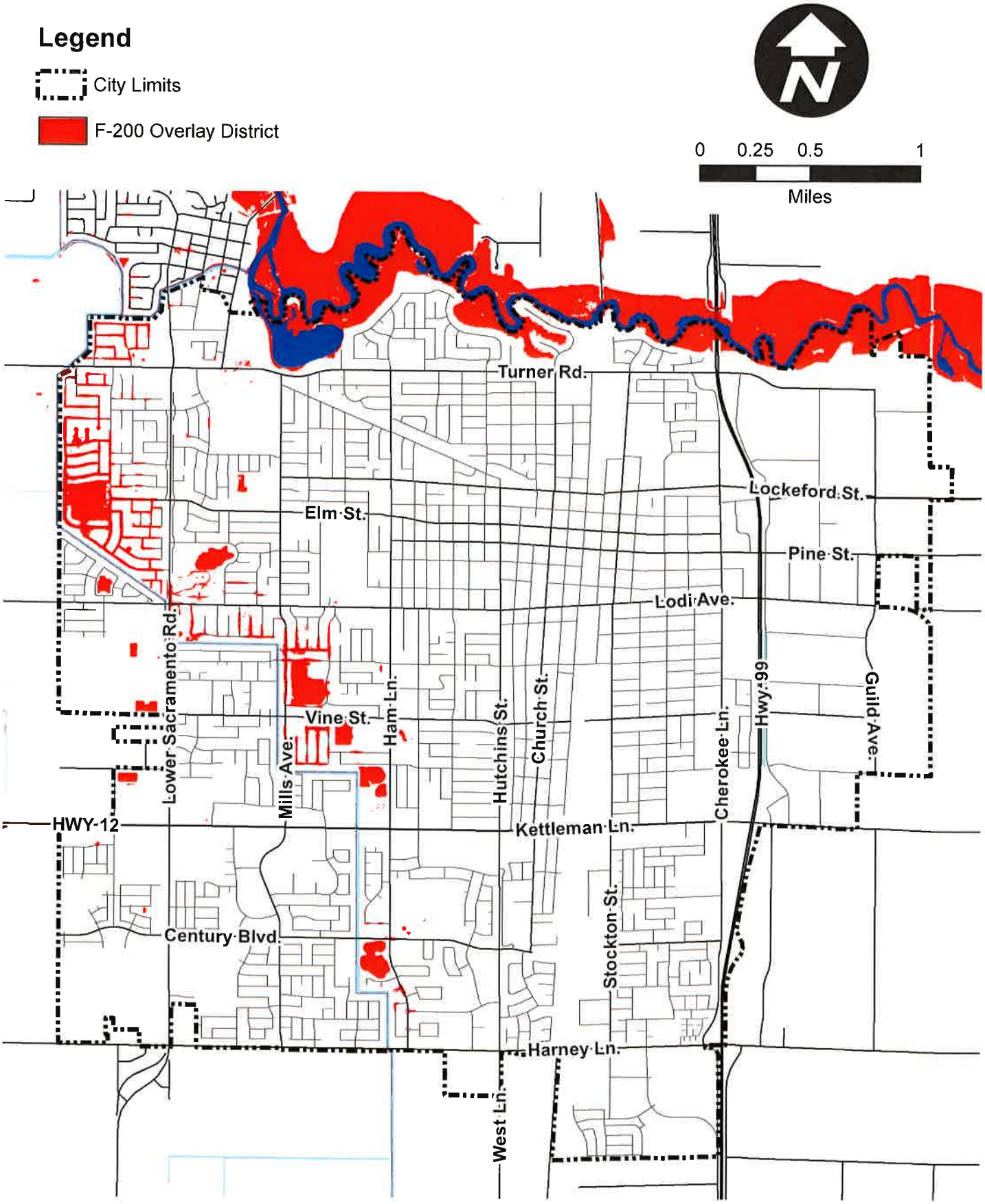
"**100-year Floodplain**" means areas that have a 1-in-100 chance of flooding in any given year using criteria consistent with, or developed by, the Federal Emergency Management Agency (FEMA). As used in this chapter, the term shall be ascribed to all areas labeled as such on Figure 8-1 of the General Plan Safety Element.

"**200-year Floodplain**" means areas that have a 1-in-200 chance of flooding in any given year using criteria consistent with, or developed by, the Department of Water Resources. As used in this chapter, the term shall be ascribed to all areas labeled as such on Figure 8-2 of the General Plan Safety Element.

"Ordinary High Water Mark" means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

"Urban Level of Flood Protection" means the level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the Department of Water Resources. "Urban level of flood protection" shall not mean shallow flooding (less than three feet in depth) or flooding from local drainage that meets the criteria of the national Federal Emergency Management Agency standard of flood protection.

Proposed F-200 Overlay District



RESOLUTION NO. P.C. NO. 20-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI RECOMMENDING THAT THE LODI CITY COUNCIL IMPLEMENT THE PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION BY AMENDING THE GENERAL PLAN SAFETY ELEMENT. CEQA STATUS: EXEMPT, SECTION 15162, SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing on August 26, 2020, as required by law, on the requested determination, in accordance with the California Government Code Section 65402.(a); and

WHEREAS, the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and

WHEREAS, in 2007, the State adopted Senate Bill 5 (Machado) (and follow-on legislation in SB 1278), which requires the City to amend its General Plan to address flooding that has a 1-in-200 chance of occurring in any given year (i.e., a 200-year storm); and

WHEREAS, the City staff retained the services of Kjeldsen Sinnock Neudeck (KSN) to prepare a hydraulic flood model of the City in keeping with the guidance provided DWR (the State Criteria); and

WHEREAS, based upon the results of this modeling and a review of the requirements of SB 5 and SB 1278, staff has identified specific changes necessary to the City's General Plan; and

WHEREAS, the City of Lodi General Plan was adopted in April 2010 and various new requirements for the General Plan Safety Element have been under the General Plan Guidelines as adopted by the California Office of Planning and Research since 2010; and

WHEREAS, implementation of SB 5 standards and procedures requires amendments to the Lodi General Plan Safety Element to meet the requirements of the General Plan Guidelines; and

WHEREAS, the City has provided the General Plan Safety Element to the California Geologic Survey for review and received initial comments on July 23, 2020 that have been incorporated into the draft General Plan Safety Element; and

WHEREAS, the City of Lodi requested that the Native American Heritage Commission (NAHC) identify tribes with traditional lands or cultural places in the City of Lodi and on January 10, 2020 notified six tribes as identified by the NAHC of the proposed Lodi General Plan amendment. Upon receiving no requests for consultation the City concluded tribal consultations subject to of SB 18; and

WHEREAS, the Lodi General Plan was last updated and adopted in 2010 and the Lodi General Plan Environmental Impact Report (EIR) (SCH No. 2009022075), was certified in 2010; and

WHEREAS, no amendment under consideration has the potential to increase the density or intensity of development or allow any uses that were analyzed by the General Plan EIR or currently allowed under the General Plan; and

WHEREAS, State CEQA Guidelines section 15162 identifies that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of three stated criteria exists; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED that the Planning Commission of the City of Lodi herby recommends that the Lodi City Council determine that the proposed amendments to the Lodi General Plan are exempt from review under the California Environmental Quality Act (CEQA) subject to Section 15162 of the CEQA Guidelines based on the following findings:

1. The proposed amendments will not result in any increases to the density or intensity of allowed uses allowed under the General Plan or allow any uses not currently allowed under the General Plan. The proposed amendments do not represent a significant change to the General Plan with regard to environmental effects and would not require amendment of the General Plan EIR.

2. The policies and programs of the General Plan and the analysis of environmental effects of the General Plan EIR remain valid. No changes in circumstances have occurred since certification of the EIR that would result in new significant environmental effects or an increase in the severity of previously identified significant effects related to the proposed amendments.

3. The proposed General Plan amendment will not result in changes to the physical environment that were not previously analyzed in the General Plan EIR. Therefore, new information identified since certification of the General Plan EIR does not have the potential uncover any new significant impacts or substantial increases in the severity of impacts that would result from adoption of the General Plan amendment.

AND, BE IT FURTHER DETERMINED AND RESOLVED that the Planning Commission of the City of Lodi hereby recommends that the Lodi City Council take the following actions: amend the General Plan Safety Element as provided in Exhibit A.

Dated: August 26, 2020

I certify that P.C. Resolution No. 20-13 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on August 26, 2020 by the following vote:

AYES:	Commissioners:	Maciel, Martin, Olson, Slater and Chair Hicks
NOES:	Commissioners:	
ABSENT:	Commissioners:	Cummins

ATTEST:

Secretary, Planning Commission

The Safety Element identifies the natural and manmade hazards that exist within the city. It seeks to mitigate their potential impacts, through both preventative and response measures, to ensure the continued health and safety of Lodi community members.

This Element addresses flooding and drainage; potentially hazardous materials and operations; seismic and geologic hazards; fire hazards; and emergency management. Potential health hazards related to air quality are addressed in Chapter 7: Conservation. Storm drain infrastructure related to flooding and drainage is discussed in Chapter 3: Growth Management and Infrastructure.

Drainage basins (top), Lodi Lake (middle), and the Woodbridge Irrigation Canal (bottom) help to drain stormwater.

8.1 FLOODING AND DRAINAGE

Flood Zones

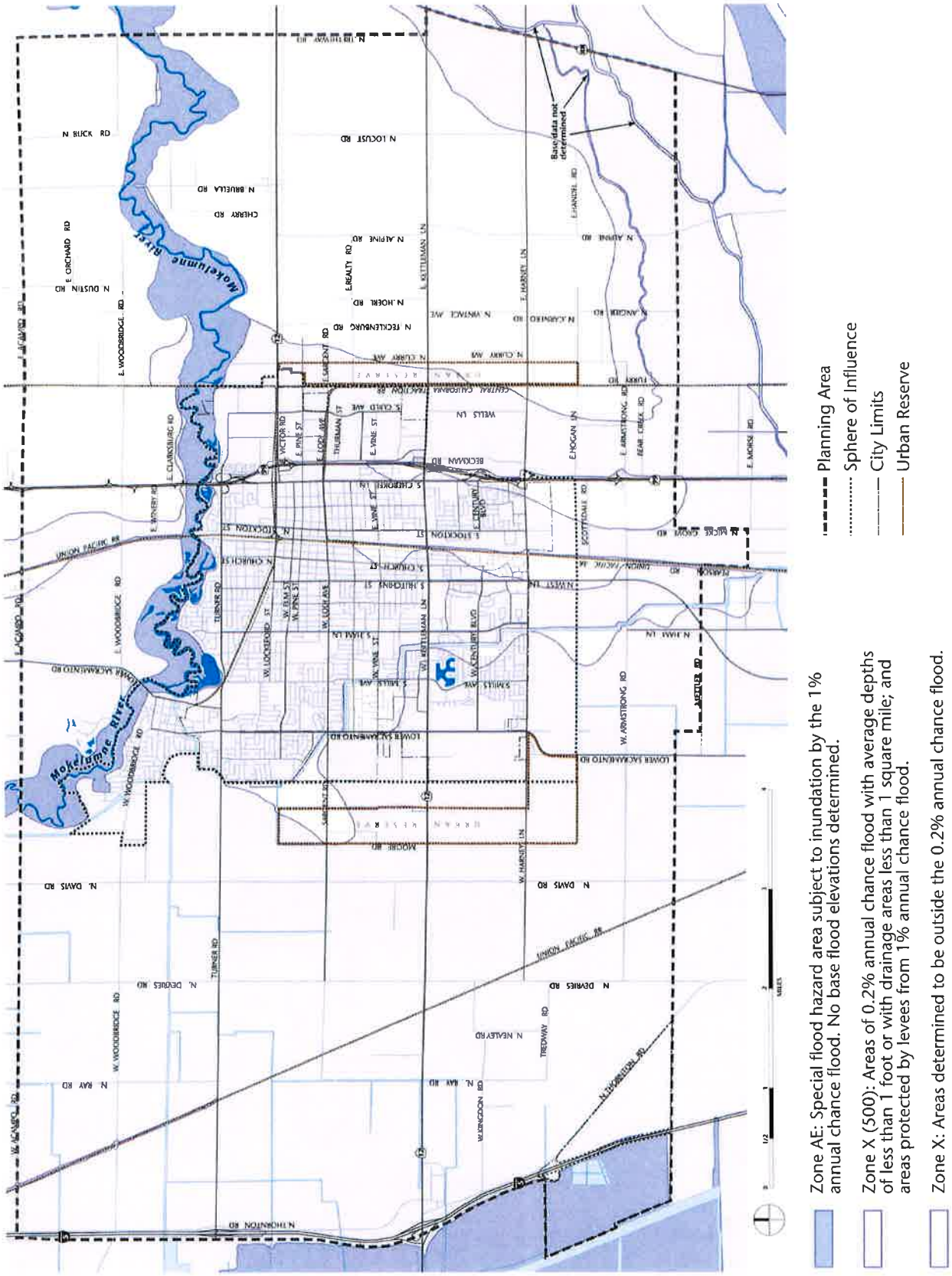
Based on revised flood risk evaluations prepared by the Federal Emergency Management Agency (FEMA) for the City of Lodi and San Joaquin County, effective October 19, 2009, flood hazards are a constraint to development only in two areas of the city: the area immediately adjacent to the Mokelumne River along the city's northern boundary, and the area around the White Slough Water Pollution Control Facility, the City's wastewater treatment facility, in the southwest corner of the Planning Area. As shown on Figure 8-1, these areas lie within Zone AE, meaning that they are subject to a 1% annual (100-year) flood. Flooding depths in this area are generally greater than three feet. No new development is planned within either of these areas.

Most of the city and the Planning Area lie within Zone X, which describes lands subject to the 0.2% annual (500-year) flood zone or that lie within the 100-year flood zone, but with flooding depths less than one foot. This suggests that these areas have a low susceptibility to major flooding, but would be inundated during a 500-year flood event. The remaining portions of the city and Planning Area are classified as Zone X, meaning that they lie outside the 500-year flood zone.

Dam Inundation

Large quantities of water stored in reservoirs along the Mokelumne, Calaveras, and Stanislaus River systems pose a potential threat to inhabitants of the Planning Area. Flooding could occur as a result of releases from reservoirs upstream of the Planning Area. Partial or complete failure of a dam along any of these rivers, especially the Mokelumne River, could cause inundation in the Planning Area. Dams that pose a direct threat to the Planning Area include Camanche, Camanche South and North Dikes, and Pardee Dam. The entire Planning Area would be inundated in the event of a failure of any of these dams, except for the Camanche North Dikes Dam, whose failure would just flood the Planning Area north of Kettleman Lane.

FIGURE 8-1: FLOOD ZONES



Flood Protection

Berms along the Mokelumne River were privately built and vary in height. Upstream of SR-99, the adjacent agricultural lands are protected against floods up to the 50-year currents by low discontinuous berms. Berm overtopping here from larger flood events (e.g. the 100-year flood) would not, however, cause inundation in the Planning Area. Berms west of SR-99 are higher and provide protection from flows slightly greater than the 100-year event. Should a major storm event cause berms to be over topped or if a berm or dam fails, flooding would occur. Flooding can also occur when runoff exceeds the capacity of local systems and cannot drain adequately. As long as berms are not over-topped and maintain their structural integrity, flooding is considered to be very unlikely.

San Joaquin County has prepared a Dam Failure Plan that identifies hazards to the county from dams and reservoirs. The Dam Failure Plan also identifies actions that will be taken to respond to flood-related emergencies in the event that flooding occurs. These actions would include implementation of the Standardized Emergency Management System and the County's Multi-Hazard Emergency Plan (see Section 8.5: Emergency Management for details).[1]

Although major flooding is not anticipated, as existing agricultural and open space lands are converted to urban uses, there will be an increase in stormwater runoff from additional impervious surfaces. To minimize those impacts, General Plan policies seek to manage stormwater runoff, through the permitting process, good stormwater management practices (e.g. porous materials, cisterns, bioswales, etc.), and the construction of open spaces and drainage basins (see Chapter 6: Parks, Recreation, and Open Space).

8.2 POTENTIALLY HAZARDOUS MATERIALS AND OPERATIONS

This section focuses on human-made hazards associated with the exposure to hazardous materials, as well as fire, transportation, and utility corridor hazards. Hazardous wastes generated by both residents and businesses within the Planning Area contribute to environmental and human health hazards that have become an increasing public concern. However, proper waste management and disposal practices can minimize public concern over toxicity and the contamination of soils, water, and the air.

Hazardous Materials

As of May 2009, the State Water Resources Control Board reported an inventory of Leaking Underground Storage Tanks (LUST) and other (non-fuel) cleanup sites. The majority of the LUST sites have been remediated, with only nine sites listed as still "open" for remediation, monitoring, or assessment. These sites are described in a table in Appendix C and shown in Figure 8-2.

The California Integrated Waste Management Board (CIWMB) is responsible for managing California's solid waste stream. The CIWMB works in partnership with local government, industry, and the public to reduce waste disposal and ensure environmentally safe landfills are maintained. Table 8-1 and Figure 8-2 describe solid waste, recycling, and landfills facilities (including closed facilities).

[1] San Joaquin County, 2003.

TABLE 8–1: SOLID WASTE AND/OR RECYCLING FACILITIES AND LANDFILL SITES IN THE PLANNING AREA

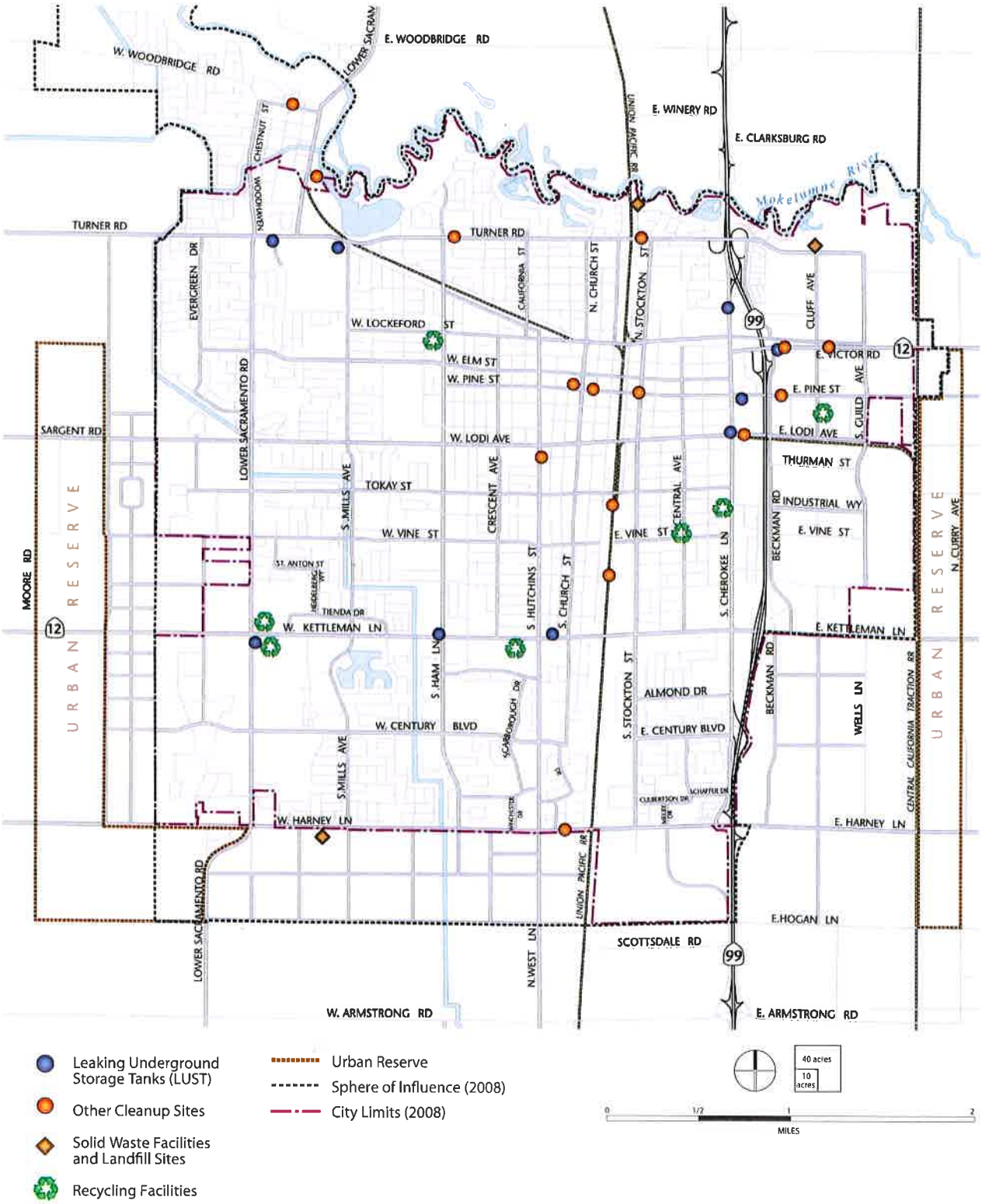
SITE	ADDRESS
Solid Waste and Landfill	
Lodi City Landfill	N of Awani Dr. and Mokelumne River Dr.
Central Valley Waste Services	1333 E. Turner Rd.
Valley Landscaping	1320 East Harney Ln.
Recycling Centers	
Pinos Recycling Co.	741 S Cherokee Ln.
Tokay Recycling Center	60 S Cluff Ave.
Tomra Pacific Inc/Apple Market	1320 W Lockeford St.
Diaz Recycling	845 S Central Ave.
Nexcycle/Save Mart #209	610 W Kettleman Ln.
Tomra Pacific Inc/Food 4 Less	2430 W Kettleman Ln.
Nexcycle/Safeway #1648	2449 W Kettleman Ln.

Source: California Integrated Waste Management Board, 2007.

Plan policies seek to ensure the safe operation of storage tanks and potentially hazardous materials.

Lodi is served by three solid waste facilities and multiple recycling centers.

FIGURE 8-2: POTENTIAL HAZARDOUS MATERIALS SITES



Potentially Hazardous Operations

Airports and Airstrips

Airport-related hazards are generally associated with aircraft accidents, particularly during takeoffs and landings. Airport operation hazards include incompatible land uses, power transmission lines, wildlife hazards (e.g. bird strikes), and tall structures (e.g. traffic control towers). (Note that noise impacts are discussed in Chapter 9: Noise.)

Existing public use airports within or adjacent to the Planning Area include:

- Kingdon Airpark: seven miles southwest of downtown Lodi;
- Lodi Airpark: five miles southwest of downtown Lodi, near the intersection of Armstrong and Lower Sacramento roads (inside the Planning Area); and
- Ten private airstrips within or adjacent to the Planning Area.

The 2009 San Joaquin County Airport Land Use Plan provides information on existing and future operations, potential hazards, and land use compatibility. According to the Plan Kingdon Airpark is planning to extend its runway to permit more flights and aircraft types (i.e. from solely accommodating single-engine planes to allowing business jets and turboprop aircraft). No future improvements are anticipated at the Lodi Airpark. Given the distance of these airports from the city's boundaries, the airports do not present substantial hazards to people or property in Lodi.

The Plan's land use compatibility matrix and compatibility zone map is shown in Figure 8-3. The southeast portion of Lodi, south of Century Boulevard, lies with in Zone 8: Airport Influence Area, which does not have any land use restrictions. A portion of the Urban Reserve General Plan area, along the north side of Hogan Lane, lies within Zone 7: Traffic Pattern. This classification prohibits outdoor stadiums and non-residential uses with densities greater than 450 persons per acre, and requires at least 10% open space.

Railroads

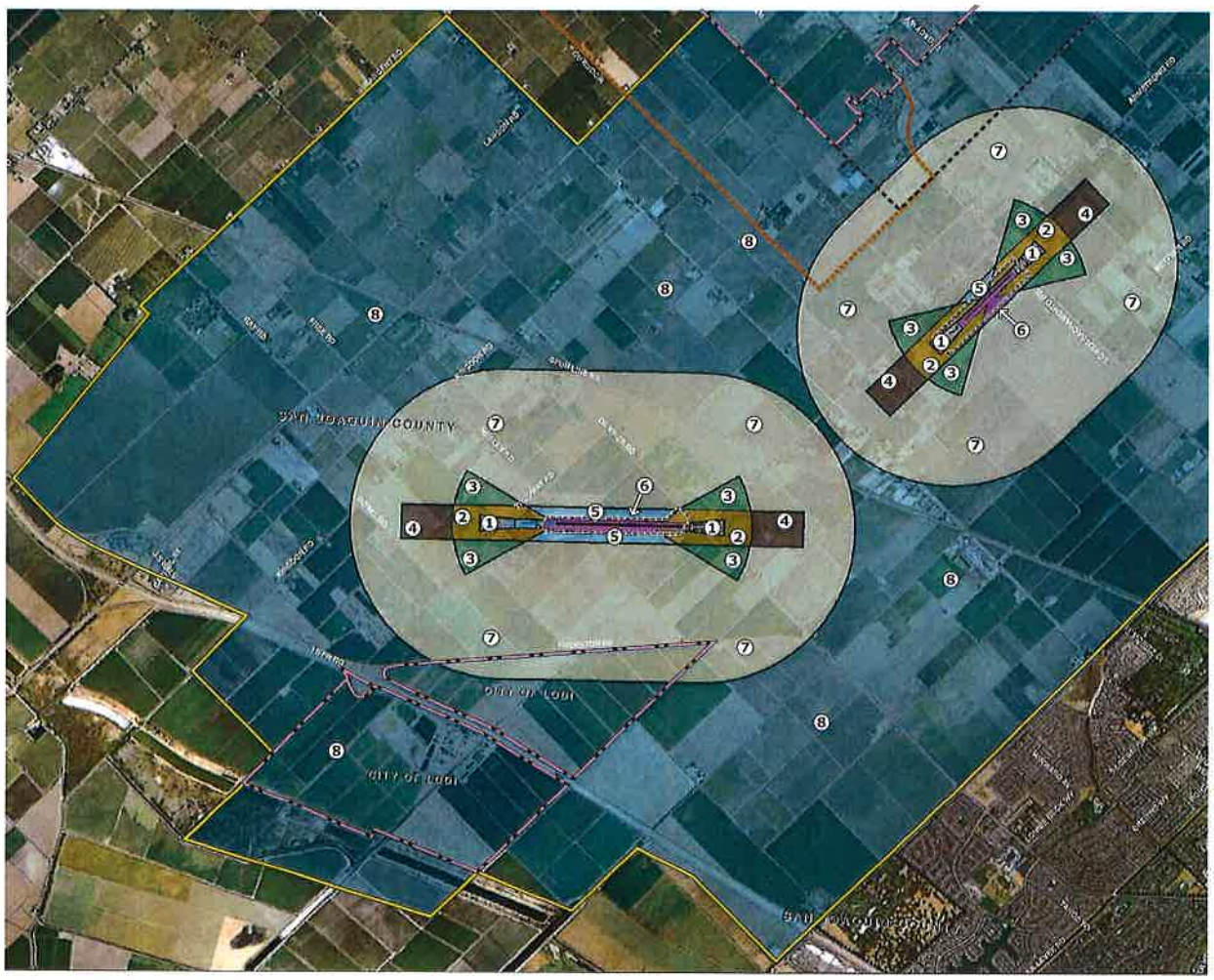
Potential hazards associated with railroads include collisions and train derailment. Either of these incidents can lead to human injury or death as well as causing various environmental impacts. The Federal Railroad Administration regulates railroad safety and provides oversight to the use of railroads.

Lodi is served by two national rail lines, Union Pacific Railroad and the Burlington Northern Santa Fe. The city is also served by a local railroad, Central California Traction, which runs contiguous to industrial areas. Daily passenger service via Amtrak is available from Lodi to San Francisco, Los Angeles, Sacramento and points between. A more detailed discussion of railroad operations and infrastructure may be found in Chapter 5: Transportation.

Utility Corridors

One of the primary causes of disruption to underground natural gas pipelines, which are present in the Planning Area, is external force damage that occurs during excavation activities. Such damage can create pipeline leaks or ruptures and lead to hazardous health and safety conditions. However, a national program is in place to prevent accidental pipeline damage caused by excavation. For areas adjacent to an underground utility pipeline, the U.S. Department of Transportation Office of Pipeline Safety requires that individuals contact the state "One-Call" center prior to beginning excavation. Advanced planning, effective use of these one-call systems, accurate locating and marking of underground facilities, and the use of safe-digging practices can all be effective in reducing underground facility damage and potentially hazardous conditions.

FIGURE 8-3: AIRPORT COMPATIBILITY ZONES



① Runway Protection Zone
② Inner Approach/Departure Zone
③ Inner Turning Zone
④ Outer Approach/Departure Zone
⑤ Sideline Safety Zone
⑥ Airport Property
⑦ Traffic Pattern Zone
⑧ Airport Influence Area

Urban Reserve
Sphere of Influence (2008)
City Limits (2008)

0 1/2 1 2
MILES

Source: San Joaquin Council of Governments

8.3 SEISMIC AND GEOLOGIC HAZARDS

In general, geologic and seismic hazards do not pose a substantial risk to development in Lodi or to overall public safety. The Central Valley is filled with a thick sequence of sediments eroded from the Sierra Nevada range to the east. The most recent deposits in the region are floodplain deposits, consisting of clay, silt, and some sand.

Seismicity

The Planning Area is located 65 miles east of the Bay Area and lies within Seismic Risk Zone 3. Earthquakes in Seismic Risk Zone 3 pose a lesser risk than those experienced in Zone 4 (such as the San Francisco Bay Area). The Planning Area may be affected by regionally occurring earthquakes; however, impacts resulting from such an event are not likely to be severe. Figure 8-4 identifies active and potentially active faults in and around the Planning Area.

Regional Faults

Lodi's nearest active fault is the Greenville Fault, located approximately 34 miles south of the Planning Area.[2] The Maximum Moment magnitude of the maximum probable earthquake on the Greenville Fault is estimated to be 6.9.[3] Other faults close to the Planning Area exhibiting historic displacement (activity within the last 200 years) are the Concord-Green Valley and Hayward Faults located approximately 45 miles west-northwest and 56 miles west of the Planning Area, respectively. Portions of the Calaveras Fault zone also have been rated as being active within the last 200 years; those portions are located approximately 46 miles southwest of the site. The nearest Quaternary fault (2 million years ago to present) to the Planning Area showing evidence of activity within the past 1.6 million years is the San Joaquin Fault located approximately 24 miles southwest of the Planning Area.[4] The nearest mapped fault trace, the Stockton Fault, is not considered an active fault.

[2] Jennings, 1994.
[3] Peterson et al. 1996.
[4] Jennings 1994; Bartow 1991.

Seismic Structural Safety

The greatest geologic hazard in Lodi is the structural danger posed by groundshaking from earthquakes originating outside of the area. During a high intensity event, some damage could occur to well-made structures and chimneys; some towers could fall; and poorly constructed or weak structures could be heavily damaged. The susceptibility of a structure to damage from ground shaking is related to the underlying foundation material. A foundation of rock or very firm material can intensify short-period motions, which affect low-rise buildings more than tall, flexible ones. A deep layer of saturated alluvium can cushion low-rise buildings, but it can also accentuate the motion in tall buildings. Other potentially dangerous conditions include, but are not limited to: building architectural features that are not firmly anchored, such as parapets and cornices; roadways, including column and pile bents and abutments for bridges and overcrossings; and above-ground storage tanks and their mounting devices.

The risk of surface fault rupture is considered low. The probability of soil liquefaction actually taking place in the Planning Area is considered to be a low to moderate hazard, due to the substantial distance from the active Hayward and Calaveras Fault zones and the type of ground shaking expected from those faults.

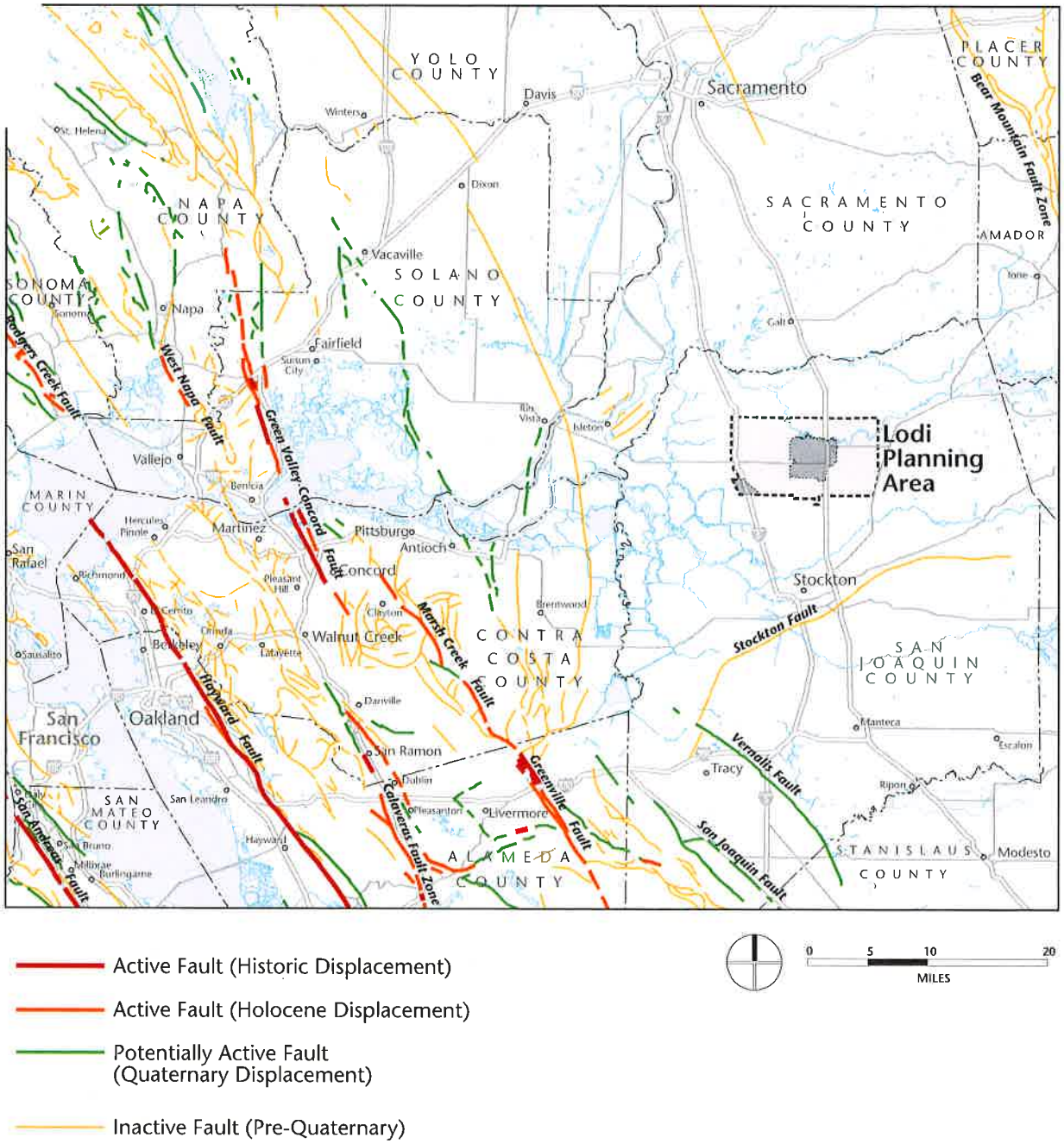
Other Geologic Hazards

Additional geologic hazards that may exist within the Planning Area include soil erosion and settlement. The Planning Area is primarily flat and thus the risk of unstable soils or landslides is considered relatively low.

Soil Erosion

Soil erosion is the process whereby soil materials are worn away and transported to another area either by wind or water. Rates of erosion can vary depending on the soil material and structure, placement, and the general level of human activity. Soil containing high amounts of sand or silt can be easily eroded while clayey soils are less susceptible. The Tokay soils present in the Planning Area have a moderate potential for wind erosion. The

FIGURE 8-4: REGIONAL FAULTS



Tujunga soils, found in more limited quantities in the Planning Area, have a severe potential for wind erosion if vegetative covering is removed.

Expansive Soils

Expansive soils are largely comprised of clay, which expand in volume when water is absorbed and shrink when dried. Structural damage may result over a long period of time, usually resulting from inadequate soil and foundation engineering or the placement of structures directly on expansive soils. Several of the soil types located within the Planning Area are comprised of potentially expansive materials. However, the majority of the Planning Area either has not been measured for soil shrink-swell or has a low potential for soil shrink-swell.

Settlement

Settlement is the consolidation of the underlying soil when a load, such as that of a building or new fill material, is placed upon it. When soil tends to settle at different rates and by varying amounts depending on the load weight, it is referred to as differential settlement. Settlement commonly occurs as a result of building construction or other large projects that require soil stockpiles. Areas of the Planning Area that contain fill material may be susceptible to settlement. If the fill materials are unconsolidated they have the potential to respond more adversely to additional load weights as compared to adjacent native soils.

8.4 FIRE HAZARDS

Both urban and wildland fire hazards exist in the Lodi Planning Area, creating the potential for injury, loss of life, and property damage. In the event of a fire, the Fire Department relies on sufficient water supply and pressure. The City's design standard for water transmission facilities is to provide 4,000 gallons per minute of flow at a minimum 45 pounds per square inch of pressure in pipes 8 inches and larger.

Urban Fire Hazards

Urban fires primarily involve the uncontrolled burning of residential, commercial, and/or industrial structures due to human activities. Factors that exacerbate urban structural fires include substandard building construction, highly flammable materials, delayed response times, and inadequate fire protection services.

Wildland Fire Hazards

The Planning Area is not characterized by substantial areas of wildlands. The topography of the area is relatively homogenous and steep slopes that could contribute to wildland fires are not common. Data provided by the California Department of Conservation Fire and Resource Assessment Program in 2007 indicate that less than one percent of the Planning Area has "Moderate" fire hazard potential. The remaining areas are classified as urban or non-wildland. No portions of the Planning Area are classified as having a "High" or "Very High" risk.

8.5 EMERGENCY MANAGEMENT

Public Safety Departments

The Lodi Police and Fire departments manage public safety in Lodi, with the Fire Department leading emergency preparedness and planning.

The Fire Department provides a wide range of emergency and non-emergency services, including fire suppression, emergency medical services, hazardous materials response, technical rescue, fire prevention, public education, and related safety services. The Emergency Operations Center, located at the Police department building, serves as the center of the city's emergency operations. City operations remain in compliance with the National Incident Management System, a comprehensive national approach to incident management, applicable to federal, state, and local governments and the Standardized Emergency Management System, which provides a strategy and framework to address multi-agency and multi-jurisdictional emergencies in California.

As of 2008, the Fire Department had 59 personnel, including 51 firefighters, company officers, or battalion chiefs. The city of Lodi has an Insurance Services Office (ISO) rating of Class 3. A Class 3 ISO rating indicates that the Fire Department is strategically placed throughout the City, and has adequate personnel, equipment, and expertise to serve the current population. In 2006, the most recent year of data availability, the department met the self-imposed National Fire Protection Association's response time criteria of 6 minutes for 90% of all calls.

The Police Department's basic responsibility is to protect and serve the public and property within Lodi, through crime prevention, investigation, and other services. As of 2008, the Police Department had 118 full-time employees and 120 volunteers, with 78 sworn officers.

Emergency Planning

The City has adopted the San Joaquin County Hazard Mitigation Plan This plan identifies measures to reduce the impacts of natural and manmade hazards and to facilitate the recovery and repair of structures if damage should occur from hazardous events. Adoption of the plan ensures that Lodi is eligible for certain federal and State funds for disaster recovery in case of such an event.

Evacuation Routes and Safety Standards

The City provides street standards for all street types, thus ensuring appropriate standards for emergency access and evacuation. For example, the standards specify roadway widths of 30 feet (curb-to-curb) for minor residential streets and 52 feet for major collector streets.

8.6 POLICIES

GUIDING POLICIES

S-G1 Ensure a high level of public health and safety.

S-G2 Prevent loss of lives, injury, illness, and property damage due to flooding, hazardous materials, seismic and geological hazards, and fire.

S-G3 Protect the public from disasters and provide guidance and response in the event a disaster or emergency.

S-G4 Minimize vulnerability of infrastructure and water supply and distribution systems.

IMPLEMENTING POLICIES

Flooding and Drainage

S-P1 Continue to participate in the National Flood Insurance Program and ensure that local regulations are in full compliance with standards adopted by FEMA.

S-P2 Cooperate with appropriate local, State, and federal agencies to address local and regional flood issues and dam failure hazards.

S-P3 Require adequate natural floodway design to assure flood control in areas where stream channels have been modified and to foster stream enhancement, improved water quality, recreational opportunities, and groundwater recharge.

S-P4 Cooperate with and encourage reclamation districts to institute a berm maintenance program to reduce berm failures and shall coordinate with appropriate State, federal, and local flood control agencies in planning efforts to ensure the continued protection of local and regional flood control systems.

S-P5 Continue to ensure, through the development review process, that future developments do not increase peak storm flows and do not cause flooding of downstream facilities and properties. Additionally, the City shall ensure that storm drainage facilities are constructed to serve new development adequate to storm runoff generated by a 100-year storm.

S-P6 Prohibit new development, except for public uses incidental to open space development, within Zone A (100-year flood zone) of the most current FEMA floodplain map (see Figure 8-1 for the most current map).

S-P7 Site critical emergency response facilities—such as hospitals, fire stations, police offices, substations, emergency operations centers and other emergency service facilities and utilities—to minimize exposure to flooding and other hazards.

S-P8 Update Zoning Ordinance and development review process as needed to reduce peak-hour stormwater flow and increase groundwater recharge. These may include provisions for:

- Constructing parking areas and parking islands without curbs and gutters, to allow stormwater sheet flow into vegetated areas.
- Grading that lengthens flow paths and increases runoff travel time to reduce the peak flow rate.
- Installing cisterns or sub-surface retention facilities to capture rainwater for use in irrigation and non-potable uses.

S-P9 Update City street design standards to allow for expanded stormwater management techniques. These may include:

- Canopy trees to absorb rainwater and slow water flow.
- Directing runoff into or across vegetated areas to help filter runoff and encourage groundwater recharge.
- Disconnecting impervious areas from the storm drain network and maintain natural drainage divides to keep flow paths dispersed.
- Providing naturally vegetated areas in close proximity to parking areas, buildings, and

other impervious expanses to slow runoff, filter out pollutants, and facilitate infiltration.

- Directing stormwater into vegetated areas or into water collection devices.
- Using devices such as bioretention cells, vegetated swales, infiltration trenches and dry wells to increase storage volume and facilitate infiltration.
- Diverting water away from storm drains using correctional drainage techniques.

Hazardous Materials and Operations

S-P10 Require that all fuel and chemical storage tanks are appropriately constructed; include spill containment areas to prevent seismic damage, leakage, fire and explosion; and are structurally or spatially separated from sensitive land uses, such as residential neighborhoods, schools, hospitals and places of public assembly.

S-P11 Ensure compatibility between hazardous material users and surrounding land use through the development review process. Separate hazardous waste facilities from incompatible uses including, but not limited to, schools, daycares, hospitals, public gathering areas, and high-density residential housing through development standards and the review process.

S-P12 Consider the potential for the production, use, storage, and transport of hazardous materials in approving new development. Provide for reasonable controls on such hazardous materials. Ensure that the proponents of applicable new development projects address hazardous materials concerns through the preparation of Phase I or Phase II hazardous materials studies, as necessary, for each identified site as part of the design phase for each project. Require projects to implement federal or State cleanup standards outlined in the studies during construction.

S-P13 Regulate the production, use, storage, and transport of hazardous materials to protect the health of Lodi residents. Cooperate with the County and Lodi Fire Department in the identification of hazardous material users, development of an inspection process, and implementation of the City's Hazardous Waste Management and Hazardous Materials Area plans. Require, as appropriate, a hazardous materials inventory for project sites, including an assessment of materials and operations for any development applications, as a component of the development environmental review process or business license review/building permit review.

S-P14 Work with waste disposal service provider(s) to educate the public as to the types of household hazardous wastes and the proper methods of disposal and shall continue to provide opportunities for residents to conveniently dispose of household hazardous waste.

S-P15 Continue to follow the County Comprehensive Airport Land Use Plan for guidelines on land use compatibility near airports, land use restrictions, and to ensure public safety.

S-P16 Support grade-separated railroad crossings, where feasible, and other appropriate measures adjacent to railroad tracks to ensure the safety of the community.

S-P17 Continue to mark underground utilities and abide by federal safe-digging practices during construction.

Seismic and Geologic Hazards

S-P18 Ensure that all public facilities, such as buildings, water tanks, underground utilities, and berms, are structurally sound and able to withstand seismic activity.

S-P19 For buildings identified as seismically unsafe, prohibit a change in use to a higher occupancy or more intensive use until an engineering evaluation of the structure has been conducted and structural deficiencies corrected consistent with City building codes.

S-P20 Require soils reports for new projects and use the information to determine

appropriate permitting requirements, if deemed necessary.

S-P21 Require that geotechnical investigations be prepared for all proposed critical structures (such as police stations, fire stations, emergency equipment, storage buildings, water towers, wastewater lift stations, electrical substations, fuel storage facilities, large public assembly buildings, designated emergency shelters, and buildings three or more stories high) before construction or approval of building permits, if deemed necessary. The investigation shall include estimation of the maximum credible earthquake, maximum ground acceleration, duration, and the potential for ground failure because of liquefaction or differential settling.

S-P22 Require new development to include grading and erosion control plans prepared by a qualified engineer or land surveyor.

Fire Hazards

S-P23 Maintain a vegetation management program to ensure clearing of dry brush areas. Conduct management activities in a manner consistent with all applicable environmental regulations.

Emergency Management

Policies related to police and fire facilities are addressed in Chapter 3: Growth Management and Infrastructure.

S-P24 Coordinate with local, State, and Federal agencies to establish, maintain, and test a coordinated emergency response system that addresses a variety of hazardous and threatening situations. Conduct periodic emergency response exercises to test the effectiveness of City emergency response procedures. Develop and implement public information programs concerning disaster response and emergency preparedness and develop mutual aid agreements and communication links with surrounding communities for assistance during times of emergency.

S-P25 Maintain and periodically update the City's Emergency Preparedness Plan, including review of County and State emergency response procedures that must be coordinated with City procedures.

S-P26 Ensure that major access and evacuation corridors are available and unobstructed in case of major emergency or disaster. Continue to identify appropriate road standards, including minimum road widths and turnouts to provide adequate emergency access and evacuation routes.

S-P27 Continue to use the San Joaquin County Hazard Mitigation Plan to reduce hazard risk and coordinate with the County on its update and implementation, consistent with the Federal Emergency Management Agency and the Disaster Act of 2000.

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DECLARATION OF POSTING

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION APPROVING PLANNING COMMISSION'S RECOMMENDATION TO AMEND THE GENERAL PLAN SAFETY ELEMENT TO IMPLEMENT THE PROVISIONS OF SENTATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION

On Thursday, September 17, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting resolution approving Planning Commission's recommendation to amend General Plan Safety Element to implement provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on September 17, 2020, at Lodi, California.

ORDERED BY:

JENNIFER CUSMIR
CITY CLERK

Pamela M. Farris

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 7, 2020
Time: 7:00 p.m.

For information regarding this notice please contact:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 7, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

a) **Adopting a resolution approving the Planning Commission's recommendation to amend the General Plan Safety Element to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.**

While social distancing measures are imposed due to COVID-19, Council chambers are closed to the public during meetings of the City Council. Members of the public may view and listen to the open session of the meeting at www.facebook.com/CityofLodi/ or https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk by emailing councilcomments@lodi.gov. All comments received prior to the close of the public hearing will be read into the record. Oral comments may be made at: https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

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

By Order of the Lodi City Council:

Jennifer Cusmir
City Clerk

Dated: September 16, 2020

Approved as to form:

Janice D. Magdich

Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

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: **4 PLANNING COMMISSION HEARING NOTICES**

PUBLISH DATE: **SATURDAY, SEPTEMBER 5, 2020**

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER CUSMIR, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 3, 2020

ORDERED BY: JENNIFER CUSMIR
CITY CLERK

PAMELA M. FARRIS
DEPUTY CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

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

LNS Emailed to the Sentinel at dianer@lodinews.com at _____(time) on _____(date) _____(pages)
_____ Phoned to confirm receipt of all pages at _____(time) ____KC ____PMF (initials)

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DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION APPROVING PLANNING COMMISSION'S RECOMMENDATION TO AMEND GENERAL PLAN SAFETY ELEMENT TO IMPLEMENT PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION

On Thursday, September 3, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting resolution approving Planning Commission's recommendation to amend General Plan Safety Element to implement provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on September 3, 2020, at Lodi, California.

ORDERED BY:

JENNIFER CUSMIR
CITY CLERK

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 16, 2020
Time: 7:00 p.m.

For information regarding this notice please contact:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 16, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

a) **Adopting a resolution approving the Planning Commission's recommendation to amend the General Plan Safety Element to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.**

While social distancing measures are imposed due to COVID-19, Council chambers are closed to the public during meetings of the City Council. Members of the public may view and listen to the open session of the meeting at www.facebook.com/CityofLodi/ or https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk by emailing councilcomments@lodi.gov. All comments received prior to the close of the public hearing will be read into the record. Oral comments may be made at: https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

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

By Order of the Lodi City Council:

Jennifer Cusmir
City Clerk

Dated: September 2, 2020

Approved as to form:

Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Introducing an Ordinance Approving the Planning Commission's Recommendation to Amend Lodi Municipal Code Title 15 – Buildings and Construction by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention in its Entirety; Amending Lodi Municipal Code Title 17 – Development Code by Repealing and Reenacting Section 17.14.040 – General Performance Standards it its Entirety; and Amending Lodi Municipal Code Chapter 17.28 – Overlay Zoning Districts by Repealing and Reenacting Section 17.28.030 – Flood Hazard (-F) Overlay Zoning Districts in its entirety; and Amend the Lodi Zoning Map to Establish the Flood Hazard (-F) – 200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection

MEETING DATE: October 7, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public Hearing to consider introducing an ordinance approving the Planning Commission's recommendation to amend Lodi Municipal Code Title 15 – Buildings and Construction by repealing and reenacting Chapter 15.60 – Flood Damage Prevention in its entirety; amending Lodi Municipal Code Title 17 – Development Code by repealing and reenacting Section 17.14.040 – General Performance Standards it its entirety; and amending Lodi Municipal Code Chapter 17.28 – Overlay Zoning Districts by repealing and reenacting Section 17.28.030 – Flood Hazard (-F) Overlay Zoning Districts in its entirety; and amend the Lodi Zoning Map to establish the Flood Hazard (-F) – 200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year flood protection.

BACKGROUND INFORMATION: California Senate Bill (SB) 5 (Machado) (and subsequent legislation, SB 1278) requires the City to amend its General Plan and Zoning regulations to address flooding that has a 1-in-200 chance of occurring in any given year (i.e., a 200-year storm event). The intent of the legislation is to strengthen the link between flood management and land use.

SB 1278 required that SB5-related General Plan amendments be adopted by July 2015 and the Zoning changes be adopted by July 2016. Based upon analysis demonstrating very limited portions of the City of Lodi fall within the 200-year flood zone, and that the land within the 200-year flood zone was already developed and therefore generally exempt from 200-year flood zone restrictions, the City of Lodi did not proceed with adopting provisions related to SB 5 and SB 1278.

Based upon more recent analysis, staff has determined that the City is required to adopt general plan and zoning code amendments pursuant to SB 5 and SB 1278. Based on this determination, the engineering firm Kjeldsen Sinnock Neudeck Inc. (KSN) was retained to delineate the 200-year floodplain in the City of Lodi.

APPROVED: _____
Stephen Schwabauer, City Manager

The proposed Lodi Municipal Code (LMC) amendments would apply the findings of KSN's floodplain mapping ("Mokelumne River Hydraulic Analyses: Summary of Methodology and Results", dated December 19, 2018, on file with the Public Works Department). The study and supporting, implement the requirements of SB 5 related to 200-year flood protection, and update provisions of the LMC to meet current legislative requirements related to the 200-year floodplain.

The provisions of SB 5 and required 200-year flood protection are supplementary to existing flood protection policies implemented by the City. The City will continue to implement existing provisions related to the 100-year floodplain. It is noteworthy that the 200-year floodplain does not have a direct relationship with Federal flood insurance requirements; the insurance requirements only apply to the Federally-mapped 100-year floodplain.

Under SB 5, affected jurisdictions must determine that an Urban Level of Flood Protection will be achieved prior to approving most types of development within the designated 200-year floodplain. The term 200-year floodplain refers to areas anticipated to be inundated in a storm that has a 1-in-200 chance of occurring in any given year (200-year storm event). Specific actions requiring a determination of Urban Level of Flood Protection include:

- Entering into a Development Agreement for all types of property development.
- Approving a discretionary permit or other discretionary entitlement for all development projects.
- Approving a ministerial permit for all projects that would result in construction of a new residence.
- Approving a tentative map consistent with the Subdivision Map Act for all subdivisions.
- Approving a Parcel Map for which a tentative map is not required consistent with the Subdivision Map Act for all subdivisions.

The City Council considered various policy issues related to the 200-year floodplain at its June 4, 2019 Shirtsleeve session. In addition to providing background on 200-year floodplain requirements, staff requested Council direction on the following points:

- Definition of 200-Year Floodplain. The City is required to define a depth of inundation associated with the 200-year floodplain. SB 5 established that areas inundated to a depth of three feet or more must be considered within the 200-year floodplain. The City Council directed that this standard be applied in Lodi.
- Building Floor Elevation. For property located within the 200-year floodplain, the City is required to establish a minimum building floor elevation. The City Council directed that building floors in the 200-year floodplain must be at or higher than the anticipated water level of the 200-year flood.
- Consider Planned Improvements. In modeling the 200-year floodplain, the City is allowed to consider planned projects that will provide additional flood protection (e.g., floodwall at Mills & Turner). The Council directed the 200-year floodplain be modeled as currently exists and without the benefit of future improvements.

The above direction was provided to KSN and applied in the modeling and mapping of the 200-year floodplain in the City of Lodi.

PROPOSED AMENDMENTS:

The actions proposed for the City Council's consideration include amendments to three chapters/sections of the LMC. Specifically, these amendments include:

- Amendments to Chapter 15.60 – Flood Damage Prevention defines the 200-year floodplain, notes the findings that must be made prior to allowing development in the 200-year floodplain and identifies types of construction that are exempt from 200-year floodplain regulations.
- Amendments to Section 17.14.040 – General Performance Standards are limited to a new reference that all development shall be in compliance with the provisions of Chapter 15.60 – Flood Damage Prevention.
- Amendments to Chapter 17.28 – Overlay Zoning Districts amend Section 17.28.030 – Flood hazard overlay zoning districts, to establish both a 100-year flood zone (-F100) and a 200-year flood zone (-F200). This section also establishes the applicability of the F200 overlay district as well as exempt projects.
- Mapping amendments to identify the -F100 overlay district and the -F200 overlay district on the City's Zoning Map.

ENVIRONMENTAL ASSESSMENT: The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The amendment of the General Plan and Lodi Municipal Code is a project under CEQA (Project).

The proposed Project includes amendments to the Lodi Municipal Code (Title 15 and Title 17) in response to the requirements of SB 5 and SB 1278 flood risk legislation. In total, the amendments implement new limits and requirements related to development in the 200-year floodplain.

The General Plan established the policy direction for land uses in the City. The Lodi Municipal Code (LMC) implements and is consistent with the policies and land use designations of the General Plan. A comprehensive update of the General Plan was adopted in 2010 and the Lodi General Plan Environmental Impact Report (EIR) (SCH No. 2009022075), was certified in 2010.

The proposed amendments to the LMC (Proposed Amendments) will implement flood management requirements established under SB 5 and SB 1278 and will be consistent with the development assumptions and policy direction as establish under the General Plan and as analyzed by the General Plan EIR.

State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) establishes that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of the following exists:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   <u>Analysis:</u> Uses allowed under the Municipal Code (Title 17 – Development Code) were analyzed under the General Plan EIR. The Proposed Amendments will not result in any

increases to the density or intensity of uses allowed under the LMC and would not allow any uses not currently allowed under the LMC. The Proposed Amendments do not represent a significant change to the LMC with regard to environmental effects and would not require amendment of the General Plan EIR.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   Analysis: The uses allowed under the LMC are consistent with the policies and programs of the General Plan and the analysis of environmental effects of the General Plan EIR remain valid. With regard to the Proposed Amendments, no changes in circumstances have occurred since certification of the EIR that would result in new significant environmental effects or an increase in the severity of previously identified significant effects related to the Proposed Amendments.

3. New information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time of the previous EIR was certified as complete shows any of the following:

   a. The project will have one or more significant impacts not discussed in the previous EIR;
   b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
   c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
   d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

   Analysis: The Proposed Amendments will not result in changes to the physical environment that were not previously analyzed in the General Plan EIR. No new information has been identified since certification of the General Plan EIR that has the potential uncover any new significant impacts or substantial increases in the severity of impacts that would result from adoption of the LMC amendments.

Based upon the above analysis, the staff has determined that, consistent with Section 15162 of the CEQA Guidelines, no modifications to the General Plan EIR would be necessary for it to adequately address the impacts of the proposed Project. Therefore, no further CEQA review is required.

PLANNING COMMISSION REVIEW: The Planning Commission, on August 26, 2020, held a duly noticed public hearing to consider the Proposed Amendments to Title 15 and Title 17 of the LMC. Following its consideration and discussion of the proposed amendments the Planning Commission voted 5-0 to recommend that the City Council (i) find the amendments are not subject to review under CEQA and (ii) adopt the proposed amendments to the City's Municipal Code. Attached is Planning Commission Resolution No. 20-14 providing recommendations to the City Council.

PUBLIC HEARING NOTICE:

Legal Notice pertaining to the proposed amendments to the Lodi Municipal Code were published in the Lodi News Sentinel on September 5, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Respectfully Submitted,

John Della Monica
Community Development Director

Concur,

Janice D. Magdich
City Attorney

ATTACHMENTS:

1. An Ordinance Amending Lodi Municipal Code Title 15 – Buildings and Construction by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention in its Entirety; Amending Lodi Municipal Code Title 17 – Development Code by Repealing and Reenacting Section 17.14.040 – General Performance Standards it its Entirety; and Amending Lodi Municipal Code Chapter 17.28 – Overlay Zoning Districts by Repealing and Reenacting Section 17.28.030 – Flood Hazard (-F) Overlay Zoning Districts in its entirety; and Amend the Lodi Zoning Map to Establish the Flood Hazard (-F) – 200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection.
2. Map of the -F200 Overlay District.
3. Planning Commission Resolution No. 20-14

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION – BY REPEALING AND REENACTING CHAPTER 15.60 – FLOOD DAMAGE PREVENTION IN ITS ENTIRETY; AMENDING LODI MUNICIPAL CODE TITLE 17 – DEVELOPMENT CODE – BY REPEALING AND REENACTING SECTION 17.14.040 – GENERAL PERFORMANCE STANDARDS IN ITS ENTIRETY; AND AMENDING LODI MUNICIPAL CODE CHAPTER 17.28 – OVERLAY ZONING DISTRICTS – BY REPEALING AND REENACTING SECTION 17.28.030 – FLOOD HAZARD (-F) OVERLAY ZONING DISTRICTS IN ITS ENTIRETY, AND AMENDING THE LODI ZONING MAP TO ESTABLISH THE FLOOD HAZARD (-F) – 200 YEAR OVERLAY DISTRICT TO IMPLEMENT THE PROVISIONS OF SENATE BILL 5 AND SENATE BILL 1278 RELATED TO 200-YEAR FLOOD PROTECTION

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 15.60 – Flood Damage Prevention is hereby repealed and reenacted in its entirety and shall read as follows:

CHAPTER 15.60 - FLOOD DAMAGE PREVENTION

Article I. - General Provisions

15.60.10 Statutory Authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of the City of Lodi does hereby adopt the following floodplain management regulations.

15.60.020 Findings of Fact.

A. The flood hazard areas of the city of Lodi are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare; and

B. These flood losses are caused by uses that are inadequately elevated, flood-proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

15.60.30 Statement of Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately-owned land within flood prone, mudslide [i.e. mudflow], or flood related erosion areas. These regulations are designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
6. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
7. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
8. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

15.60.040 Methods of Reducing Flood Losses.

In order to accomplish its purposes, this chapter includes regulations to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
4. Control filling, grading, dredging, and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.
6. Restrict or prohibit new development in areas identified as within the 200-year floodplain.

15.60.50 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

A. "A zone" See "Special flood hazard area."

B. "Accessory structure" means a structure that is either:

1. Solely for the parking of no more than two cars; or
2. A small, low-cost shed for limited storage, less than one hundred twenty square feet.

C. "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

D. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

E. "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

F. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

G. "Area of shallow flooding" means a designated AO or AH Zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

H. "Area of special flood hazard" See "Special flood hazard area."

I. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood").

J. "Base flood elevation" (BFE) means the elevation shown on the flood insurance rate map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

K. "Basement" means any area of the building having its floor subgrade - i.e., below ground level - on all sides.

L. "Building" See "Structure."

M. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

N. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures, or development into a floodplain which may impede or alter the flow capacity of a floodplain.

O. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 1, 1978.

P. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Q. "Flood, flooding, or flood water" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

2. The condition resulting from flood-related erosion.

3. See definition EEE for additional description of flooding in the 200-year floodplain.

R. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

S. "Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

T. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.

U. "Floodplain or floodprone area" means any land area susceptible to being inundated by water from any source —See "Flooding."

V. "Floodplain administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

W. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

X. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in floodprone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

Y. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.

Z. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway."

AA. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.

BB. "Fraud and victimization" as related to Section 15.60.240 and Section 15.60.250 of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city of Lodi will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

CC. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

DD. "Governing body" is the local governing unit, i.e. county or municipality that is empowered to adopt and implement regulations to provide for the public health, safety, and general welfare of its citizenry.

EE. "Hardship" as related to Section 15.60.240 of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The city of Lodi requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

FF. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

GG. "Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the interior or directly by the secretary of the interior in states without approved programs.

HH. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

II. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

JJ. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

a. The flood openings standard in Section 15.60.180(C)(3);

b. The anchoring standards in Section 15.60.180(A);

c. The construction materials and methods standards in Section 15.60.180(B);

d. The standards for utilities in Section 15.60.190.

KK. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

LL. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MM. "Market value" is defined in the city of Lodi substantial damage/improvement procedures. See Section 15.60.130(B)(1).

NN. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

OO. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after April 16, 2010, and includes any subsequent improvements to such structures.

PP. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of

streets, and either final site grading or the pouring of concrete pads) is completed on or after March 1, 1978.

QQ. "Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard, or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

RR. "One-hundred-year flood" or "100-year flood." See "Base flood."

SS. "Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

TT. "Public safety and nuisance" as related to Section 15.60.240 and Section 15.60.250 of this chapter, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

UU. "Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

VV. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

WW. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damage, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

XX. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

YY. "Sheet flow area." See "Area of shallow flooding."

ZZ. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

AAA. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

BBB. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

CCC. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

DDD. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

EEE. “Two Hundred (200) Year Floodplain” means areas that have a 1-in-200 chance of flooding (water depths of three feet or more) in any given year using criteria consistent with, or developed by, the California Department of Water Resources. As used in this chapter, the term shall be ascribed to all areas labeled as such on Figure 2 of the Safety Element of the General Plan.

FFF. “Urban Level of Flood Protection” means the level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.

GGG. "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

~~FFF~~HHH ."Violation" means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

~~GGG~~III. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

~~HHH~~JJJ. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

15.60.60 Lands to Which This Chapter Applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of city of Lodi.

15.60.70 Basis for Establishing the Areas of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for San Joaquin County, California, and Incorporated Areas" dated October 16, 2009, with accompanying flood insurance rate maps (FIRM's) and flood boundary and floodway maps (FBFM's), dated October 16, 2009, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city of Lodi by the floodplain administrator. The study, FIRM's and FBFM's are on file at the city of Lodi Public Works Department, 221 West Pine Street, Lodi, California, 95240.

Areas designated as within the 200-year floodplain were identified in the December 19, 2018 study “Mokelumne River Hydraulic Analyses: Summary of Methodology and Results”, prepared by Kjeldsen Sinnock Nuedeck, Inc. (KSN). The study and supporting analysis are on file at the Cty of Lodi Public Works Department, 221 West Pine Street, Lodi, California, 95240.

15.60.80 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the city of Lodi from taking such lawful action as is necessary to prevent or remedy any violation.

15.60.90 Abrogation and Greater Restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

15.60.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in a manner most protective of property and human health and safety; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.60.110 Warning and Disclaimer of Liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of city of Lodi, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

Article II. – Administration

15.60.120 Designation of the Floodplain Administrator.

The Public Works Director is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions.

15.60.130 Duties and Responsibilities of the Floodplain Administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following:

A. Permit Review. Review all development permits to determine:

1. Permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding;

4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the city of Lodi;

5. All letters of map revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map

revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "market value."

2. Assure procedures are coordinated with other departments/divisions and implemented by city staff.

C. Review, Use, and Development of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 15.60.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Article III, Provisions for Flood Hazard Reduction.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.

D. 200-year Flood Zone Determination. Review development applications to determine whether a proposed project is within the 200-year floodplain. No development or physical changes requiring a development permit required by this Title shall be allowed within the 200-year floodplain unless it has first met one or more of the following findings; these findings shall be made by the Floodplain Administrator.

1. The project has an Urban Level of Flood Protection from flood management facilities that is not reflected in the most recent map of the 200-year floodplain;

2. Conditions imposed on the project will provide for an Urban Level of Flood Protection;

3. Adequate progress has been made toward construction of a flood protection system to provide an Urban Level of Flood Protection for the project, as indicated by the Central Valley Flood Protection Board for State projects, or by the Floodplain Administrator for local projects; or

4. The project is a site improvement that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood.

E. Allowable Land Uses, -F200 overlay district. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F200 overlay district is combined.

F. Exempt Projects, -F200 overlay district. Site improvements that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood are exempt from the restrictions of the -F200 overlay district. Improvements that qualify for this exemption include, but are not limited to, the replacement or repair of a damaged or destroyed habitable structure with substantially the same building footprint area; interior repairs or remodels to existing structures; additions to existing residential dwellings; new non-habitable structures or repairs or remodels to non-habitable structures including but not limited to landscape features, detached garages, and pools and spas.

G~~D~~. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:

   a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

   b. Submit evidence of such notification to the Federal Emergency Management Agency;

   c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base flood elevation changes due to physical alterations:

   a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).

   b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

   c. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in corporate boundaries:

   Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

H~~E~~. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Section 15.60.180(C)(1) and Section 15.60.210 (lowest floor elevations);
2. Certification required by Section 15.60.180(C)(2) (elevation or floodproofing of nonresidential structures);
3. Certification required by Section 15.60.180(C)(3) (wet floodproofing standard);
4. Certification of elevation required by Section 15.60.200(A)(3) (subdivisions and other proposed development standards);
5. Certification required by Section 15.60.230(B) (floodway encroachments); and
6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

I~~F~~. Map Determination. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 15.60.260.

J~~G~~. Remedial Action. Take action to remedy violations of this chapter as specified in Section 15.60.080.

K~~H~~. Biennial Report. Complete and submit biennial report to FEMA.

L~~I~~. Planning. Assure community's general plan is consistent with floodplain management objectives herein.

15.60.140 Development permit -F100 Overlay District.

No structure or land shall, after the effective date of the ordinance codified in this chapter, be located, extended, converted or altered within the -F100~~FP (floodplain) zoned lands~~ overlay district without full compliance with the terms of this chapter, and without having first received a development or construction permit in accordance with the provisions of this title and, for developments requiring use permits, with the provisions of this code Sections 17.72.040 through 17.72.110. Development permit applications shall be reviewed by the community development director and the requirements of this chapter enforced in accordance with this code Sections 17.87.060 through 17.87.090.

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 15.60.070. Application for a development permit shall be made on forms furnished by the city of Lodi. The applicant shall provide the following minimum information:

A. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;

2. Proposed locations of water supply, sanitary sewer, and other utilities;

3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;

4. Location of the regulatory floodway when applicable;

5. Base flood elevation information as specified in Section 15.60.070 or Section 15.60.130(C);

6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and

7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 15.60.180(C)(2) of this chapter and detailed in FEMA Technical Bulletin TB 3-93.

B. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 15.60.180(C)(2).

C. For a crawl-space foundation, location and total net area of foundation openings as required in Section 15.60.180(C)(3) of this chapter and detailed in FEMA Technical Bulletins 1-93 and 7-93.

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

E. All appropriate certifications listed in Section 15.60.130(E) of this chapter.

15.60.150 Permitted uses—Generally.

The following uses are permitted in the -F100 overlay district without a use permit where modification or removal of native vegetation, including trees, is not required:

A. Agriculture;

B. Open space agricultural uses not requiring a closed building such as cropland, orchards, and livestock feeding and grazing;

C. The storage of farm machinery which is readily removable from the area within the time available after a flood warning;

D. Recreational; firmly anchored recreational floating docks;

E. Modification of native vegetation: Where modification or removal of native vegetation is required, such modification or removal may be permitted after obtaining a development permit consisting of written approval from the community development director; provided, that such proposed modifications in the floodplain have been found to be consistent with the open space conservation element of the general plan.

15.60.160 Permitted Uses, -F100 overlay district—Use permit and State Approvals.

The following uses may be permitted in the -F100 overlay district after approval of a conditional use permit by the city and after approval by the state department of fish and game and the reclamation board of the state; provided, that as determined by said reclamation board, a combination of such uses within the floodplain does not materially increase the flood height of the intermediate regional floodplain; and provided further, that as determined by the state department of fish and game, full mitigation measures will be used to protect and enhance the trees, native plant materials and wildlife in the floodplain, in accordance with good fish and game practices and in accordance with the general standards listed under Article III "Provisions for Flood Hazard Reduction" of this chapter:

A. Residential dwellings on existing undeveloped lots in subdivisions approved before January 1, 1977;

B. Outdoor recreational facilities:

Campgrounds
Boating facilities
Parks
Golf courses or driving ranges
Athletic fields
Shooting ranges

C. Fences, fills, walls, excavations, or other appurtenances which do not constitute an obstruction or debris-catching obstacle to the passage of floodwaters and which are consistent with the open space-conservation element policies;

D. Private drives, bridges, and public utility wires and pipelines for transmission and distribution;

E. Improvements in stream channel alignment, cross-section and capacity, including modification of riverbank and flood protection levees;

F. Structures that are designed to have a minimum effect upon the flow of water and are firmly anchored to prevent the structure from flotation (excepting floating docks); provided, that no structures for human habitation is permitted;

G. Other similar uses of a type not appreciably damaged by floodwaters.

15.60.170 Prohibited Uses, -F100 Overlay District.

In the areas of special flood hazard for residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "basement" definition). This prohibition includes below-grade garages and storage areas.

Article III. - Provisions for Flood Hazard Reduction

15.60.180 Standards of Construction.

In all areas of special flood hazards the following standards are required:

A. Anchoring. All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Construction Materials and Methods. All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential Construction. All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:

a. In AE, AH, A1-30 Zones, elevated to eighteen inches or more above the base flood elevation.

b. In an AO Zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified.

c. In an A Zone, without BFE's specified on the FIRM [unnumbered A Zone], elevated to eighteen inches or more above the base flood elevation; as determined under Section 15.60.130(C).

d. In the -F200 overlay zone, finished floor shall be at or above the elevation of the 200-year flood.

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

2. Nonresidential Construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with Subsection (C)(1) of this section or:

a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under Subsection (C)(1) of this section, so that the structure is watertight with walls substantially impermeable to the passage of water;

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

c. Be certified by a registered civil engineer or architect that the standards of Subsection (C)(2)(a) and (b) of this section are satisfied. Such certification shall be provided to the floodplain administrator.

3. Flood Openings. All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

a. For non-engineered openings:

i. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

ii. The bottom of all openings shall be no higher than one foot above grade;

iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and

iv. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

b. Be certified by a registered civil engineer or architect.

4. Manufactured Homes. See Section 15.60.210.

5. Garages and Low Cost Accessory Structures.

a. Attached Garages.

i. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Subsection (C)(3) of this section. Areas of the garage below the BFE must be constructed with flood resistant materials. See Subsection (B) of this section.

ii. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

b. Detached garages and accessory structures.

1. "Accessory structures" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 15.60.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

i. Use of the accessory structure must be limited to parking or limited storage;

ii. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;

iii. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;

iv. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to eighteen inches or more above the BFE;

v. The accessory structure must comply with floodplain encroachment provisions in Section 15.60.230; and

vi. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Subsection (C)(3) of this section.

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in this section.

15.60.190 Standards for Utilities.

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

1. Infiltration of flood waters into the systems;

2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

15.60.200 Standards for Subdivisions and Other Proposed Development.

A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser, shall:

1. Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).

2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.

3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the floodplain administrator:

   a. Lowest floor elevation.

   b. Pad elevation.

   c. Lowest adjacent grade.

B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

15.60.210 Standards for Manufactured Homes.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

1. Within Zones A1-30, AH, and AE on the community's flood insurance rate map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to eighteen inches or more above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's flood insurance rate map that are not subject to the provisions of Subsection (A) of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

1. Lowest floor of the manufactured home is at eighteen inches or more above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

15.60.220 Standards for Recreational Vehicles.

A. All recreational vehicles placed in Zones A1-30, AH, and AE will either:

1. Be on the site for fewer than one hundred eighty consecutive days; or
2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
3. Meet the permit requirements of Section 15.60.140 of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.60.210 (A).

15.60.230 Floodways.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one foot at any point within the city of Lodi.

B. Within an adopted regulatory floodway, the city of Lodi shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

C. If Subsections (A) and (B) of this section are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Article III of this chapter.

Article IV. - Variance Procedure

15.60.240 Nature of Variances.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A

variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

The need to protect citizens from flooding is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

Variances may not be granted that would permit fraud and victimization of the public or that would present a threat to public safety or create a nuisance.

15.60.250 Conditions for Variances.

A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 15.60.120—15.60.170, and Sections 15.60.180—15.60.230 of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 15.60.050 of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the city of Lodi need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the city of Lodi believes will both provide relief and preserve the integrity of the local ordinance.

E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage, and

2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the Office of the San Joaquin County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

F. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

15.60-260 Appeals.

The City Council of the City of Lodi shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

SECTION 2. Lodi Municipal Code Section 17.14.040 – General Performance Standards is hereby repealed and reenacted in its entirety and shall read as follows:

17.14.040 General Performance Standards.

All land uses activities, and processes shall be operated and maintained so as to not be injurious to public health, safety or welfare, and to comply with the following standards:

A. Air Emissions. No visible dust, gasses, or smoke shall be emitted, except as necessary for the heating or cooling of structures, and the operation of motor vehicles on the site.

B. Combustibles and Explosives. The use, handling, storage, and transportation of combustibles and explosives shall comply with the Uniform Fire Code.

C. Ground Vibration. No ground vibration shall be generated that is perceptible without instruments by a reasonable person at the property lines of the site, except for motor vehicle operations.

D. Light and Glare. See Section 17.14.070 (Lighting).

E. Liquid Waste. No liquid shall be discharged into a public or private body of water, sewage system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board.

F. Noise. No use, activity, or process shall exceed the maximum allowable noise standards identified by the general plan.

G. Odor. No obnoxious odor or fumes shall be emitted that are perceptible without instruments by a reasonable person at the property line of the site.

H. Radioactivity, Electrical Disturbance or Electromagnetic Interference. None of the following shall be emitted:

1. Radioactivity, in a manner that does not comply with all applicable state and federal regulations; or

2. Electrical disturbance or electromagnetic interference that interferes with normal radio or television reception, or with the

function of other electronic equipment beyond the property line of the site; or that does not comply with all applicable Federal Communications Commission (FCC) and other applicable state and federal regulations.

I. Flooding. All development shall be in compliance with the provisions of Chapter 15.60 (Flood Damage Prevention).

SECTION 3. Lodi Municipal Code Section 17.28.030 Flood Hazard (-F) Overlay Zoning Districts is hereby repealed and reenacted in its entirety and shall read as follows:

17.28.030 - Flood hazard (-F100 and -F200) Overlay Zoning Districts.

A. Purpose. The -F100 and -F200 overlay districts are~~is~~ intended to protect people and property from flood hazard risks by appropriately regulating development and land uses within areas subject to flooding. Special regulation is necessary for the protection of the public health, safety and general welfare, and of property and improvements from hazards and damage resulting from floodwaters and to promote the open space conservation element policies of the general plan.

B. Applicability, -F100 Overlay District.

1. Application to Property. The -F100 overlay district is applied to areas within the city prone to flood hazard risks from the 100-year storm event, combined with any primary zoning district as shown on the zoning map and by Section 17.10.020 (Zoning Districts Established).

2. Floodplain Boundaries. The Mokelumne River floodplain is defined as those areas of special flood hazard identified by the Federal Insurance Administration through a scientific and engineering report entitled "The Flood Insurance Study for the City of Lodi," dated ~~June, 1987~~October 2009, with accompanying flood insurance rate maps and any revision thereto, which are adopted by reference and declared to be a part of this section. Maps and data which reflect this delineation are on file ~~in the office of the director of community development~~at City Hall.

C. Applicability, -F200 Overlay District.

1. Application to Property. The -F200 overlay district is applied to areas within the city prone to flood hazard risks from the 200-year storm event, combined with any primary zoning district as shown on the zoning map and as established by Section 17.10.020 (Zoning Districts Established).

2. Floodplain Boundaries. The 200-year floodplain is identified on Figure 8.2, 200-Year Flood Zones, of the City of Lodi General Plan Safety Element.

D. Permit Requirements, -F100 Overlay District. No structure or land shall, after the effective date of the ordinance codified in this chapter, be located, extended, converted or altered within the -F100 overlay zoning district without full compliance with the terms of this chapter, and without having first received a development or construction permit in accordance with the provisions of this

title and, for developments requiring use permits, with the provisions of Section 17.12.030.

E. Allowable Land Uses, -F100 Overlay District. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F overlay district is combined.

1. Permitted Uses Generally, -F100 Overlay District. Unless otherwise prohibited or subject to a use permit in the primary zoning district, the following uses are permitted without a use permit where modification or removal of native vegetation, including trees, is not required:

   a. Agriculture;

   b. Open space agricultural uses not requiring a closed building such as, orchards, and livestock feeding and grazing;

   c. The storage of farm machinery which is readily removable from the area within the time available after flood warning;

   d. Recreational: Firmly anchored recreational floating docks; and

   e. Modification of Native Vegetation: Where modification or removal native vegetation is required, such modification or removal may be after obtaining a development permit consisting of written approval from the community development director; provided, that such modifications in the floodplain have been found to be consistent with the general plan.

2. Permitted Uses, -F100 Overlay District—Use Permit and State Approval. Unless otherwise prohibited in the primary zoning district, the following uses may be permitted after approval of a conditional use permit by the city and after approval by the State Department of Fish and Game and the reclamation board of the state; provided, that as determined by said reclamation board, a combination of such uses within the floodplain does not materially increase the flood height of the intermediate regional floodplain; and provided further, that as determined by the State Department of Fish and Game, full mitigation measures will be used to protect and enhance the trees, native plant materials and wildlife in the floodplain, in accordance with good fish and game practices and in accordance with the following:

   a. Residential dwellings on existing undeveloped lots in subdivisions approved before January 1, 1977;

   b. Outdoor recreational facilities:

      i. Campgrounds;
      ii. Boating facilities;
      iii. Parks;
      iv. Golf courses or driving ranges;
      v. Athletic fields; and
      vi. Shooting ranges;

   c. Fences, fills, walls, excavations or other appurtenances which do not constitute an obstruction or debris-catching obstacle to

the passage of floodwaters and which are consistent with the open space-conservation element policies;

d. Private drives, bridges, and public utility wires and pipelines for transmission and distribution;

e. Improvements in stream channel alignment, cross-section and capacity, including modification of riverbank and flood protection levees;

f. Structures that are designed to have a minimum effect upon the flow of water and are firmly anchored to prevent the structure from flotation (excepting floating docks); provided, that no structures for human habitation is permitted;

g. Other similar uses of a type not appreciably damaged by floodwaters.

3. Prohibited Uses—Storage or Processing. The storage or processing of materials that are in time of flooding buoyant, flammable or explosive, or could be injurious to human, animal or plant life, is prohibited.

F. Development Standards, -F100 overlay district. In all areas zoned in the -F100 overlay district, the provisions set out in subsections 1 through 6 are required.

1. Elevation of Lowest Floor. The lowest floor of any residential structure, including garages and accessory buildings, shall be elevated eighteen inches or more above the level of the base flood elevation.

2. Anchorage. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

3. Construction Practices and Materials. All new construction or substantial improvements shall be constructed with materials and utility equipment resistant to flood damage using methods and practices that minimize flood damage.

4. Water and sewer systems. New and replacement water and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

5. Nonresidential Structures. New nonresidential structures shall be floodproofed or elevated eighteen inches or more above the level of the base flood.

6. Floodproofing. All structures requiring floodproofing shall be so designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads with effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this section are satisfied and a copy of such certification shall be provided to the director of public works and the chief building inspector.

G. Flood Zone Determination – 200-Year Floodplain.

1. No development or physical changes requiring a development permit required by this Title shall be allowed within the 200-year floodplain

unless it has first met one or more of the findings established under Section 15.60.130.D of this code.

2. Allowable Land Uses, -F200 overlay district. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F200 overlay district is combined.

3. Exempt Projects, -F200 overlay district. Site improvements that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood are exempt from the restrictions of the -F200 overlay district. Improvements that qualify for this exemption include, but are not limited to, the replacement or repair of a damaged or destroyed habitable structure with substantially the same building footprint area; interior repairs or remodels to existing structures; additions to existing residential dwellings; new non-habitable structures or repairs or remodels to non-habitable structures including but not limited to landscape features, detached garages, and pools and spas.

~~G.~~H. Warning—Liability Denied. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made under this chapter.

SECTION 4. The Lodi Zoning Map is hereby amended to include the -F-200 Overlay District which includes lands subject to flooding during the 200-year storm as identified in the Kjeldsen, Sinnock and Neudeck Inc. study "Mokelumne River Hydraulic Analyses: Summary of Methodology & Results" dated December 19, 2018.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this____ day of _____, 2020

_____
DOUG KUEHNE
Mayor

Attest:

JENNIFER CUSMIR
City Clerk
==========

State of California
County of San Joaquin, ss.

I, Jennifer Cusmir, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held October 7, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

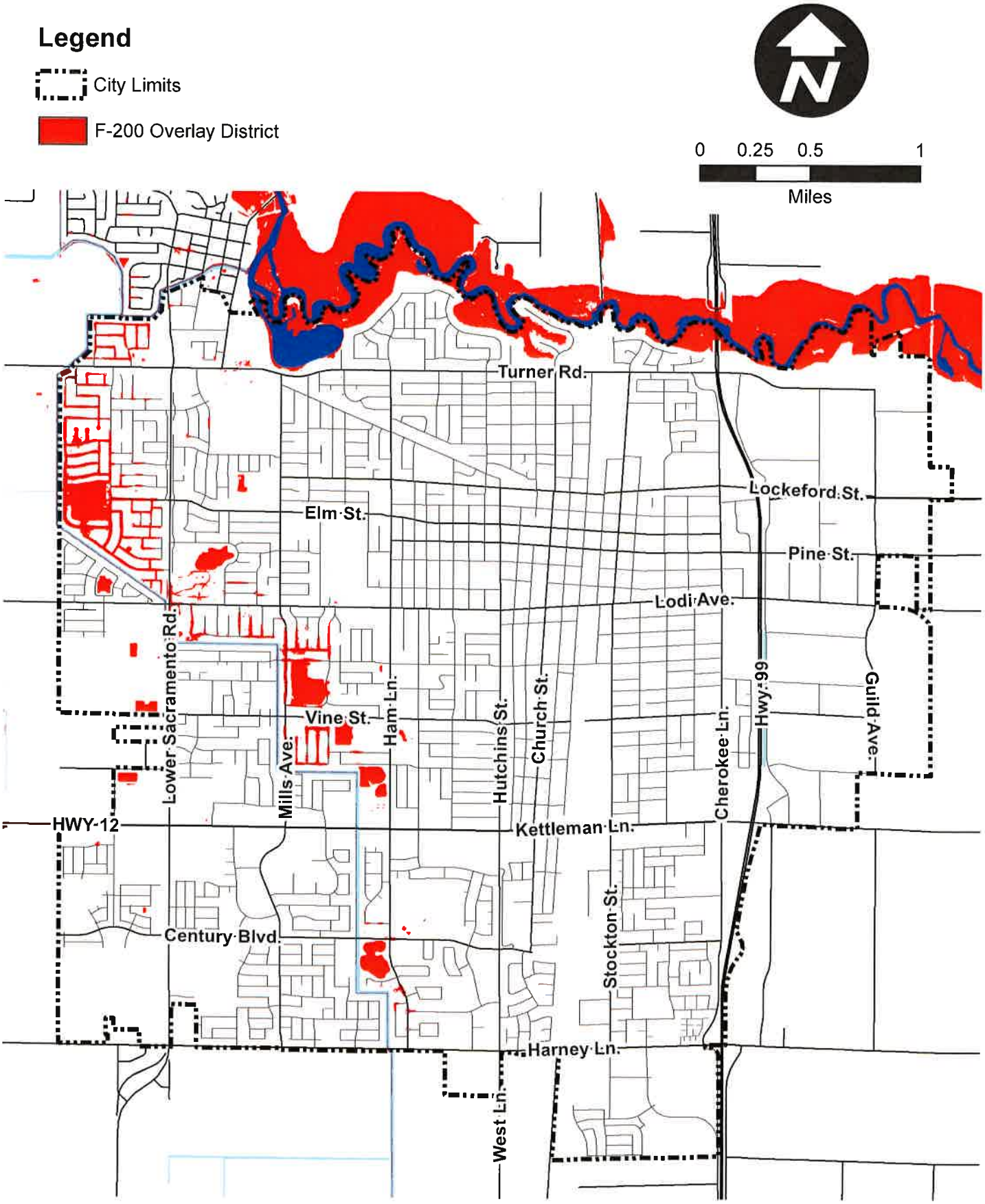
I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER CUSMIR
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

Proposed F-200 Overlay District



RESOLUTION NO. P.C. NO. 20-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI RECOMMENDING THAT THE LODI CITY COUNCIL IMPLEMENT THE PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION BY REPEALING AND REENACTING THE FOLLOWING LODI MUNICIPAL CODE CHAPTERS AND SECTION: CHAPTER 15.60 – FLOOD DAMAGE PREVENTION; SECTION 17.14.40 – GENERAL PROPERTY DEVELOPMENT AND USE STANDARDS; AND, CHAPTER 17.28 – OVERLAY ZONING DISTRICTS; AND, AMEND THE LODI ZONING MAP TO ESTABLISH THE -F-200 OVERLAY DISTRICT. CEQA STATUS: EXEMPT, SECTION 15162, SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS.

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing on August 12, 2020, as required by law, on the requested determination, in accordance with the California Government Code Section 65402.(a); and

WHEREAS, the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and

WHEREAS, in 2007, the State adopted Senate Bill 5 (Machado) (and follow-on legislation in SB 1278), which requires the City to amend its Municipal Code regulations to address flooding that has a 1-in-200 chance of occurring in any given year (i.e., a 200-year storm); and

WHEREAS, the City staff retained the services of Kjeldsen Sinnock Neudeck (KSN) to prepare a hydraulic flood model of the City in keeping with the guidance provided DWR (the State Criteria); and

WHEREAS, based upon the results of this modeling and a review of the requirements of SB 5 and SB 1278, staff has identified specific changes necessary to the City's Municipal Code; and

WHEREAS, implementation of SB 5 standards and procedures requires amendments to the Lodi Municipal Code, Title 15 – Buildings and Construction and Title 17 – Development Code; and

WHEREAS, the Lodi General Plan was last updated and adopted in 2010 and the Lodi General Plan Environmental Impact Report (EIR) (SCH No. 2009022075), was certified in 2010; and

WHEREAS, State CEQA Guidelines section 15162 identifies that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of three stated criteria exists; and

WHEREAS, no amendment under consideration has the potential to increase the density or intensity of development or allow any uses that were analyzed by the General Plan EIR or currently allowed under the General Plan or the Municipal Code; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED that the Planning Commission of the City of Lodi herby recommends that the Lodi City Council determine that the proposed amendments to the Lodi Municipal Code (proposed amendments) are exempt from review under the California Environmental Quality Act (CEQA) subject to Section 15162 of the CEQA Guidelines based on the following findings:

1. Uses allowed under the Municipal Code (Title 17 – Development Code) were analyzed under the

General Plan EIR. The proposed amendments will not result in any increases to the density or intensity of uses allowed under the Municipal Code and would not allow any uses not currently allowed under the Municipal Code. The proposed amendments do not represent a significant change to the Municipal Code with regard to environmental effects and would not require amendment of the General Plan EIR.

2. The uses allowed under the Municipal Code are consistent with the policies and programs of the General Plan and the analysis of environmental effects of the General Plan EIR remain valid. With regard to the proposed amendments, no changes in circumstances have occurred since certification of the EIR that would result in new significant environmental effects or an increase in the severity of previously identified significant effects related to the proposed amendments.

3. The proposed Municipal Code amendments will not result in changes to the physical environment that were not previously analyzed in the General Plan EIR. No new information has been identified since certification of the General Plan EIR that has the potential uncover any new significant impacts or substantial increases in the severity of impacts that would result from adoption of the Municipal Code amendments.

AND, BE IT FURTHER DETERMINED AND RESOLVED that the Planning Commission of the City of Lodi hereby recommends that the Lodi City Council take the following actions: repeal and reenact Chapter 15.60 – Flood Damage Prevention of the Lodi Municipal Code as provided in Exhibit A; repeal and reenact Section 17.14.040 – General Performance Standards as provided in Exhibit B; repeal and reenact Chapter 17.28 – Overlay Zoning Districts as provided in Exhibit C; and amend the Lodi Zoning Map to establish the -F-200 Overlay District as provided in Exhibit D.

Dated: August 26, 2020

I certify that P.C. Resolution No. 20-14 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on August 26, 2020 by the following vote:

AYES:	Commissioners:	Maciel, Martin, Olson, Slater and Chair Hicks
NOES:	Commissioners:	
ABSENT:	Commissioners:	Cummins

ATTEST:

Secretary, Planning Commission

DECLARATION OF POSTING

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AMEND LODI MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION – BY REPEAING AND REENACTING CHAPTER 15.60 – FLOOD DAMAGE PREVENTION IN ITS ENTIRETY; AMENDING LMC TITLE 17 – DEVELOPMENT CODE – BY REPEALING AND REENACTING SECTION 17.14.040, GENERAL PERFORMANCE STANDARDS, IN ITS ENTIRETY; AND AMENDING LMC CHAPTER 17.28 – OVERLAY ZONING DISTRICTS – BY REPEALING AND REENACTING SECTION 17.28.030, FLOOD HAZARD (-F) OVERLAY ZONING DISTRICTS, IN ITS ENTIRETY; AND AMENDING THE LODI ZONING MAP TO ESTABLISH FLOOD HAZARD (-F) 200 OVERLAY DISTRICT TO IMPLEMENT THE PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION

On Thursday, September 17, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introduction of an ordinance approving the Planning Commission's recommendation to amend Lodi Municipal Code Title 15 – Buildings and Construction – by repeaing and reenacting Chapter 15.60 – Flood Damage Prevention in its entirety; amending LMC Title 17 – Development Code – by repealing and reenacting Section 17.14.040, General Performance Standards, in its entirety; and amending LMC Chapter 17.28 – Overlay Zoning Districts – by repealing and reenacting Section 17.28.030, Flood Hazard (-F) Overlay Zoning Districts, in its entirety; and amending the Lodi Zoning Map to establish Flood Hazard (-F) 200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on September 17, 2020, at Lodi, California.

ORDERED BY:

JENNIFER CUSMIR
CITY CLERK

Pamela M. Farris

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 7, 2020
Time: 7:00 p.m.

For information regarding this notice please contact:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 7, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

a) **Introduction of an ordinance approving the Planning Commission's recommendation to amend Lodi Municipal Code Title 15 – Buildings and Construction – by repeaing and reenacting Chapter 15.60 – Flood Damage Prevention in its entirety; amending LMC Title 17 – Development Code – by repealing and reenacting Section 17.14.040, General Performance Standards, in its entirety; and amending LMC Chapter 17.28 – Overlay Zoning Districts – by repealing and reenacting Section 17.28.030, Flood Hazard (-F) Overlay Zoning Districts, in its entirety; and amending the Lodi Zoning Map to establish Flood Hazard (-F) 200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.**

While social distancing measures are imposed due to COVID-19, Council chambers are closed to the public during meetings of the City Council. Members of the public may view and listen to the open session of the meeting at www.facebook.com/CityofLodi/ or https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk by emailing councilcomments@lodi.gov. All comments received prior to the close of the public hearing will be read into the record. Oral comments may be made at: https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09.

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

By Order of the Lodi City Council:

Jennifer Cusmir
City Clerk

Dated: September 16, 2020

Approved as to form:
Janice D.Magdich
Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

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: **4 PLANNING COMMISSION HEARING NOTICES**

PUBLISH DATE: **SATURDAY, SEPTEMBER 5, 2020**

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SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER CUSMIR, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 3, 2020

ORDERED BY: JENNIFER CUSMIR
CITY CLERK

PAMELA M. FARRIS
DEPUTY CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

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

LNS _____ Emailed to the Sentinel at dlaner@lodinews.com at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at ____(time) ____KC ____PMF (initials)

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DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO REPEAL AND REENACT THE FOLLOWING LODI MUNICIPAL CODE CHAPTERS AND SECTION: CHAPTER 15.60 – FLOOD DAMAGE PROTECTION; SECTION 17.14.040 – GENERAL PERFORMANCE STANDARDS; AND CHAPTER 17.28 – OVERLAY ZONING DISTRICTS; AND AMEND THE LODI ZONING MAP TO ESTABLISH F-200 OVERLAY DISTRICT TO IMPLEMENT THE PROVISIONS OF SENATE BILL (SB) 5 AND SB 1278 RELATED TO 200-YEAR FLOOD PROTECTION.

On Thursday, September 3, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 39 low-density and 111 medium-density Residential Growth Management Allocations and approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett) (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on September 3, 2020, at Lodi, California.

ORDERED BY:

JENNIFER CUSMIR
CITY CLERK

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: September 16, 2020
Time: 7:00 p.m.

For information regarding this notice please contact:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 16, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

a) **Introduction of an ordinance approving the Planning Commission's recommendation to repeal and reenact the following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and Chapter 17.28 – Overlay Zoning Districts; and amend the Lodi Zoning Map to establish F-200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.**

While social distancing measures are imposed due to COVID-19, Council chambers are closed to the public during meetings of the City Council. Members of the public may view and listen to the open session of the meeting at www.facebook.com/CityofLodi/ or https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk by emailing councilcomments@lodi.gov. All comments received prior to the close of the public hearing will be read into the record. Oral comments may be made at: https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWlsZFFNSlN6Zz09.

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

By Order of the Lodi City Council:

Jennifer Cusmir
City Clerk

Dated: September 2, 2020

Approved as to form:

Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda Interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

AGENDA ITEM **H-01**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Presentation on the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan and Adopt A Resolution Supporting Plan

MEETING DATE: October 7, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Receive Presentation on the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan and Adopt A Resolution Supporting Plan.

BACKGROUND INFORMATION: The San Joaquin Continuum of Care (SJCoC) adopted the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (2020 Strategic Plan) in June and has made it available for review, comment, and adoption by local jurisdictions and associations, including the City of Lodi.

Timeline

The final draft of the 2020 Strategic Plan was adopted unanimously by the SJCoC Board of Directors on June 11, 2020. Other key milestones of the plan development include:

- On February 6, 2018, the Stockton City Council voted unanimously to allocate $50,283 in General Funds to support the Program Administrator – Homeless Initiatives position reporting to the County Administrator. These funds were set aside to cover a potential shortfall in funding for the position. Because the County Administrator's Office was successful in securing necessary funding for the position without the need for City support, the City of Stockton allocation reverted to the General Fund.
- On May 21, 2019, the Stockton City Council voted unanimously to reallocate $50,000 of the funds previously allocated for the Program Administrator – Homeless Initiatives to provide a portion of funding for the development of a homelessness strategic plan.
- July 3, 2019, as part of the process to develop the plan and following a request to the San Joaquin Continuum of Care (SJCoC) Board of Directors from the Office of Mayor Michael Tubbs, the SJCoC Board recommended the selection of Homebase and approved the use of a direct State allocation of funds to the SJCoC through the California Emergency Solutions and Housing program to match the City of Stockton's allocation. The SJCoC also agreed to work with Homebase to develop the plan through the Strategic Planning Committee and the Collaborative Applicant.
- On September 17, 2019, the Stockton City Council approved Homebase as the consultant for the strategic plan and authorized payment.
- On October 1, 2019, Homebase initiated contact with the SJCoC and began gathering information to develop the plan.

APPROVED: _____

Stephen Schwabauer, City Manager

- On December 4, 2019, Homebase hosted an all-day "summit" attended by over 140 stakeholders from throughout San Joaquin County to survey attendees, facilitate discussion and seek feedback on key aspects of the draft plan.
- Between January 1 and May 30, 2020, Homebase facilitated several meetings of the SJCoC Strategic Planning Committee and key stakeholders from City of Stockton and County of San Joaquin to finalize the document for presentation to the Board of Directors. During this process, the plan was revised multiple times based on feedback and discussion including representatives from City of Stockton, County of San Joaquin, the SJCoC, and stakeholders from Lodi, Tracy, Manteca, and Community Based Organizations working in homelessness in San Joaquin County.
- On May 26, 2020, the Strategic Planning Committee forwarded the final draft to the SJCoC Board of Directors with a recommendation to adopt; the plan was adopted unanimously at the following meeting.

Goals and Strategies

As designed, Plan delineates three broad goals to address homelessness, along with three strategies to achieve each goal:

Goal 1: Establish a Coordinated and Engaged Regional System
- Create Shared Processes
- Improve Data Collection
- Educate the Community

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services
- Expand Low-barrier Shelter
- Invest in Prevention and Diversion
- Expand Outreach

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing
- Increase Affordable Housing
- Invest in Landlord Engagement and Navigation
- Expand Supportive Services

Multiple measures for success are also associated with each goal. For example, one measure of success under Goal 3 indicates that veteran homelessness reaches "functional zero" by the 2025 Point-In-Time Count. This measure intentionally reflects the goal already set by the San Joaquin County Board of Supervisors and the Stockton City Council at the Joint Meeting on Homelessness of May 30, 2019. Other key measures associated with each goal include:

Goal 1 Strategies
- HMIS collects intake, assessment, and exit data to allow for coordination and tracking as people exit homelessness and/or return to homelessness.
- All stakeholder groups – the County, cities, Continuum of Care, service providers, and community-based organizations – have adopted the Strategic Plan.
- A shared funding process/advisory board has been put in place, with representatives from the County, cities, Continuum of Care, health care systems, VA and other federal partners, service providers, and community-based organizations.

Goal 2 Strategies
- By 2025, 200 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in San Joaquin County (The beds may be in congregate or non-congregate shelter settings, as public health needs dictate).
- The 2025 Point-in-Time County will show that the number of unsheltered households in San Joaquin County is less than 50% of the 2019 Count.

- Annually reduce by 10% the number of households that return to homelessness in 6 months after exiting to permanent housing from a Transitional Housing, Rapid Rehousing, or Permanent Supportive Housing program.

Goal 3 Strategies

- The County and its 4 largest cities initiated at least 1 new pilot project to test
- efficacy of nonconventional housing options, including shared or modular housing
- The County and its 4 largest cities created or adopted 1 new policy that waives fees, increases density, or changes zoning laws to facilitate new and affordable housing construction or rehabilitation.
- HMIS collects the time between assessment for services and placement into a transitional or permanent housing program.

All of the goals, strategies, and measures of success included in the Plan were the direct result of a broad, months-long coordinated effort to engage over 200 stakeholders County-wide and, importantly, includes contributions and perspectives from those who were formerly or are currently homeless. Each goal, strategy, and measure for success includes narratives which explain and explore community feedback and the reasons for inclusion in the Plan, the evidence-based practices which the items are based upon, potential roles and responsibilities of local stakeholders, comparative analyses of established local systems addressing homelessness pertinent to each goal and strategy, and priorities for funding based on community feedback. These narratives, along with all of the contents of the Plan, were painstakingly reviewed and edited by contributors from San Joaquin County, City of Stockton and the SJCoC through six distinct drafts before ultimately being recommended to the SJCoC Board of Directors for approval. The City of Lodi has volunteer representatives on the SJCoC Board of Directors. As stated in Goal 3 above the waiving of fees and zoning changes, staff will evaluate the cost benefit of these proposed changes before bringing to the City Council or taking action on a project or service.

Implementation of Plan

One of the central requests from the group working with Homebase was that the final Plan document be “actionable” and include not just a series of suggested strategies and unrelated narratives, but a crosswalk of guidance on how each step of the plan might best be implemented, and by whom, based on feedback from the community and the evidence-based best practices the expert staff at Homebase brought with them to the project. This request also contemplated, to the extent possible, a demonstration of how the individual aspects of the plan could be integrated together to form a cohesive regional strategy. This desire was indicative of the understanding that funding programs such as HEAP, CESH, and HHAP would be a primary driver of Plan implementation: these funding programs require regional collaboration in order to access funds, and it is expected that most if not all future available homelessness funding will include similar requirements around regional collaboration. As a result, included in the Plan is a 9-page “Implementation Addendum” which serves this purpose and provides guidance across a five-year process. The Implementation Addendum breaks down each strategy into approximately ten steps, categorized into “Year 1” and “Years 2 – 5”. Each groups of steps also includes associated “responsible parties” and “stakeholders” to provide general suggestions regarding who might be the most appropriate groups to lead specific initiatives.

Development of the plan was paid for through a budget allocation from the City of Stockton as well as a matching grant from the San Joaquin Continuum of Care through a direct allocation to the SJCoC of State California Emergency Solutions and Housing program funds. Costs to the County associated with implementing the plan will depend upon City Council direction. Implementing the plan will involve staff time associated with directing State and Federal grant funds for homelessness. It is important to note that the Plan is a “roadmap” of guidelines and suggestions developed from community feedback, and should be implemented by City staff only in alignment with City direction and to the extent that funds are available. Implementation of the plan may involve varying degrees of commitment of City

resources depending on numerous factors which should be thoughtfully considered before moving forward. Possible aspects of implementation could involve the development and distribution of Scopes of Work, Requests for Proposals, and Notices of Funding Availability.

The City of Lodi is experiencing a crisis with its homeless population. Over the last few years, the City has seen an increase in the number of sheltered and unsheltered homeless individuals. Many of Lodi's unsheltered homeless individuals face challenges with mental illness and addiction; plus, those in temporary shelters have difficulty finding affordable and safe permanent housing. The City's Committee on Homelessness meets monthly to look for solutions among members and collaborates with the SJCoC on homeless initiatives. Beginning in 2017, the City Police Department's Homeless Liaison Officer and several volunteers have provided one-on-one assistance to those facing homelessness as well. In an attempt to address this crisis collectively, the City held a town hall meeting in October 2018 to gather various stakeholders and residents to discuss issues and solutions. The City staff pursues grant funds for increased housing and service for Lodi's homeless and at-risk of homeless. Staff recommends that City Council approve this regional homeless strategic plan in order to continue all these above efforts and through further regional collaboration and specific strategies to help reduce homeless in Lodi.

FISCAL IMPACT: This action will have no fiscal impact at this time.

FUNDING AVAILABLE: Not applicable

John R. Della Monica, Jr.
Community Development Director

Attachments:

A. Resolution
B. San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan

The San Joaquin Community Response to Homelessness

2020 SAN JOAQUIN COUNTY STRATEGIC PLAN

SAN JOAQUIN
CONTINUUM OF CARE

Acknowledgements

This strategic plan was drafted by Homebase on behalf of the San Joaquin Continuum of Care. Homebase would like to thank the membership of the CoC's Strategic Planning Leadership Committee for their partnership throughout the process of developing this plan. Special thanks to San Joaquin County, the City of Stockton, the Housing Authority of San Joaquin County, and Central Valley Low Income Housing Corp. for their assistance with gathering information and providing feedback, and to the many service providers, local government staff, and people experiencing homelessness who were interviewed for this plan, for sharing their experiences and providing invaluable insight.

EXECUTIVE SUMMARY

The San Joaquin community is able to address the homelessness crisis it faces. It will require a collaborative effort to develop a formal coordinated system that functions throughout the region. It will require a focus on solutions that can be measured and impactful. It will require significant investment in housing-first focused services that increase shelter beds and provide successful transitions to long-term permanent housing.

San Joaquin has already done a great deal to address homelessness. Since 2015, the community has adopted a Housing First approach in many programs, working to ensure households can access low-barrier housing and services. The region has also increased shelter capacity and initiated dedicated outreach efforts to support unhoused residents through coordination with police departments, County Behavioral Health, the faith-based community, and local businesses and residents. In addition, local legislation has been amended to encourage innovative solutions to building permanent housing, such as permitting and providing "off the shelf" Accessory Dwelling Unit projects. Each of the many jurisdictions in San Joaquin, including the County, the Continuum of Care, and the cities within, have aggressively pursued new resources and opportunities to collaborate. Scheduled to open in October, Turnpike Commons represents a creative solution to develop manufactured homes with wraparound services for nine families through a partnership between the Housing Authority of San Joaquin, STAND Affordable Housing, Central Valley Housing, and Stockton Shelter for the Homeless. Efforts like these have established a strong foundation upon which the community can build.

Yet, homelessness continues to increase in San Joaquin County and across California. The need is urgent. Homelessness is a community priority; it impacts everyone, from our neighbors who are unstably housed to those who have already fallen into homelessness, to our first responders and business community, to all who will benefit from community-wide strategies that systemically and effectively resolve homelessness. Together we must coordinate key resources available across all sectors of the community. We are on a precipice and now is the time to focus on meaningful solutions, rather than simply addressing the symptoms.

The Strategic Plan: "The San Joaquin Community Response to Homelessness," provides a set of goals tailored for our community that have been proven to be successful. It is a roadmap of how to address homelessness, based on local needs and strategies and tactics that work. To effectively address the crisis, the entire community — every corner of the county — needs to participate in solutions and build on the collaborative effort that produced this comprehensive plan. Proactive and evidenced-based solutions are far less costly, far more humane, and the only way to create a system that effectively responds to homelessness.

The Goals for the Community are Clear:

	Goal 1: Establish a Coordinated and Engaged Regional System
	Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services
	Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing

As the housing crisis in California deepens, more and more San Joaquin County residents are just one paycheck or medical crisis away from losing their housing. This reality has only magnified in the wake of the COVID-19 global pandemic, which took a greater toll on San Joaquin County than many other communities in California. Building on what is already working well, the community is poised to take further steps to reduce and prevent homelessness. In some circumstances, it may only require a small intervention to prevent hundreds more people from becoming homeless — whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget. In other situations, it will require a concerted effort to provide shelter, supportive services, and a path to long-term permanent housing. The timing is ripe to invest in San Joaquin to ensure we have a robust and responsive system that can lift up individuals and families as they confront housing, health, and employment instability. We must ensure that our neighbors can find their way back to safe, secure, and thriving homes.

Adopters of the 2020 San Joaquin County Strategic Plan include:

- San Joaquin Continuum of Care Board of Directors (June 11, 2020)

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INTRODUCTION

In August 2015, San Joaquin County's Homeless Task Force began its critical work to address the regional issue of homelessness. In 2016, it officially became a countywide taskforce and commenced meeting on a monthly basis. The Task Force meetings were widely attended, with over 50 organizations actively participating. By the end of 2016, the Task Force proposed a suite of policy recommendations to the County Board of Supervisors, which adopted the recommended strategic priorities early in 2017. One year later, the Board of Supervisors adopted a set of final policy recommendations from the Task Force, and by 2019, a formal governance structure was put in place to continue this critical work. During that time, local partners have made great strides in developing a system to respond to homelessness and reduce its impact on the community, but there is much work to be done.

While homelessness continues to be an evolving challenge in the San Joaquin region and across California, local accomplishments since 2017 have established an invaluable foundation for continued progress in addressing homelessness.

ACHIEVEMENTS

- ✓ *Grew collaboration among cities and the County regarding homelessness issue*
- ✓ *Provided over 1,000 units annually of permanent supportive housing and rapid rehousing*
- ✓ *Founded the Ready to Work program as a nonprofit*
- ✓ *With the addition of the City of Stockton to the top 13 Cities in California, secured more than $7 million to support homelessness efforts, including trailers*
- ✓ *Stockton City Council prioritized homelessness and affordable housing, adopting ordinances supporting accessory dwelling units (ADUs) and creating a housing pipeline with over 500 units*
- ✓ *Submitted through San Joaquin County, a Continuum of Care grant request to support a Homelessness Initiatives staff position*

✓ *Secured $18.5 million over 5 years for the County's Whole Person Care initiative and collaborated with key health care and community partners (including Gospel Center Rescue Mission, Dignity Health, Kaiser Permanente, Sutter Health, and Community Medical Centers) to advance initiatives aimed at addressing homelessness, including:*

- *Funding new beds at Gospel Center Rescue Mission;*
- *Creating a County Housing Pool that can accept donations; and*
- *Developing a recuperative care program.*

✓ *Fostered a collaboration between San Joaquin County Behavioral Health Services and the Housing Authority of San Joaquin in which $3.5M in Mental Health Services Act funds were dedicated to acquire, construct, and renovate housing units for seriously mentally ill individuals, plus an additional $500k for a capitalized operating subsidy reserve, including:*

- *39 new units at Crossway Residences*
- *A long-term partnership between the County and the Housing Authority to develop new project-based housing units under the "No Place Like Home" program*

✓ *Fostered a collaboration between San Joaquin County Behavioral Health Services and Sacramento Self-Help Housing which dedicated $6.5M in Mental Health Services Act funding over five years to:*

- *Create housing opportunities for adults with serious mental illnesses*
- *Develop 12 to 18 scattered site houses via master leases (with an average of four consumers per unit)*

✓ *Supported a collaborative program between San Joaquin County Behavioral Health Services and Community Medical Centers to engage and serve 1,000 at-risk individuals with mental illness and/or substance use disorders, including:*

- *$6.0M over 3 years to support substance withdrawal management services and medication-assisted treatment*
- *$8.2M Mental Health Services Act Innovation funding for behavioral health assessments and services*
- *Coordination with law enforcement to deflect public inebriates and others away from jail and into program services.*

Initiated public health efforts, including:

- ✓ *Dedicated $100k for Public Health Services to perform rapid syphilis testing at homeless encampments SECURED*
- *A minimum of 200 unduplicated clients will be tested along with follow-up treatment services*
- *City of Stockton has added two new positions to the Housing and Homelessness Division*

✓ *Added 100 Emergency Shelter Winter beds in 2019*

Despite these significant steps forward, homelessness in San Joaquin County – and across California – is continuing to rise, due to high rates of poverty and escalating costs of housing. Without meaningful, coordinated action, homelessness will continue to grow, as more of our community members lose their housing and are unable to overcome the barriers to exiting homelessness.

On a given night in 2019, there were 2,631 men, women and children experiencing homelessness in San Joaquin County, with 1,558 of those people living unsheltered on the streets, in vehicles, or in encampments. More than 83% of these individuals had their last stable residence in San Joaquin County.

While there are many reasons San Joaquin County residents may fall into homelessness – reduced work hours, medical bills or an unexpected expense, loss of a relative, or mental health issue – these members of the community are living without stable housing or the support to regain it.

The Strategic Plan is based on the latest in available data and established best practices to provide an ambitious but achievable roadmap for meaningfully addressing homelessness in San Joaquin County. It represents the input of numerous stakeholders, including the private and public sectors, homeless service providers, public health and behavioral health experts, and representatives of law enforcement, among many others.

Our Shared Language: A Glossary of Terms

At risk of homelessness is a status given to individuals and their families who do not meet HUD definitions of homelessness but have unstable housing and inadequate income and resources, or that are a child or youth defined as a homeless under other federal statutes.[1]

Chronically Homeless is when a person has been homeless for at least a year, either 12 months consecutively or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability.

Community Development Block Grant (CDBG) is a flexible program run by the federal Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs.

Continuum of Care (CoC) is the group organized to carry out the responsibilities prescribed in the CoC Program Interim Rule for a defined geographic area. A CoC is composed of representatives of organizations including: nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons. Responsibilities of a CoC include operating the CoC, designating and operating an HMIS, planning for the CoC (including coordinating the implementation of a housing and service system within its geographic area that meets the needs of the individuals and families who experience homelessness there), and designing and implementing the process associated with applying for CoC Program funds.

> ***CoC Program*** is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
>
> ***CoC Program Interim Rule*** focuses on regulatory implementation of the CoC Program, including the CoC planning process. The CoC Program was created through the McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act of 2009.

[1] See 24 C.F.R. § 576.2 for complete definition of "at risk of homelessness" under the Emergency Solutions Grant Program.

Coordinated Entry System (CES) provides a centralized approach to connect the region's most vulnerable homeless residents to housing through a single community-wide assessment tool and program matching system.

Congregate Shelters are facilities with overnight sleeping accommodations, in shared quarters, the primary purpose of which is to provide temporary shelter for the homeless.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Emergency Shelter is any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Emergency Solutions Grants (ESG) provides funds to assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Functional zero is when the number of homeless households, whether sheltered or unsheltered, is no greater than the monthly housing placement rate of homeless households.

Homeless is defined in four categories: (1) individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (2) individuals and families who will imminently lose their primary nighttime residence; (3) unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; and (4) individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

Homeless Housing, Assistance and Prevention (HHAP) Program is a $650 million one-time block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Housing First is a well-accepted, national, evidenced-based best practice that eliminates barriers to housing, ensuring individuals and families can exit homelessness as quickly as possible. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to

permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Low-barrier shelters include fair and equitable policies that provide the greatest access to residents, while still protecting the safety of staff and other residents. Low-barrier shelter has a minimum number of expectations placed on people who wish to stay there. The aim is to have as few barriers as possible to allow more people access to services. For example, residents are allowed to bring their pets and possessions, to live with their partners, and do not have to exit the shelter each morning. They are not expected to abstain from using alcohol or other drugs, so long as they do not engage in these activities in common areas of the shelter and are respectful of other residents and staff. Low-barrier facilities follow a harm reduction philosophy.

Navigation Centers are "housing-focused" facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. See below for more information.

No Place Like Home is a California-based funding program that supports communities as they develop permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

Non-congregate shelters are sheltering solutions that provide overnight sleeping accommodations with individual quarters, such as hotels, motels, and dormitories.

Permanent Supportive Housing (PSH) provides long-term housing with intensive supportive services to persons with disabilities. These programs typically target people with extensive experiences of homelessness and multiple vulnerabilities and needs who would not be able to retain housing without significant support.

Prevention *is a strategy intended to target people who are at imminent risk of homelessness (whereas diversion usually targets people as they are initially trying to gain entry into shelter).*

Rapid Rehousing (RRH) provides housing subsidies and tailored supportive services for up to 24-months, with the goal of helping people to transition during that time period to more permanent housing. RRH is funded primarily through CoC and ESG programs, CalWORKs, CDBG, HOME, and SSVF.

Supportive Services include assistance applying for benefits, mental health and substance use services, outpatient health services, information and referral services, child care, education, life skills training, employment assistance and job training, housing search and counseling services, legal services, outreach services, transportation, food assistance, risk assessment and safety planning (particularly for individuals and families experiencing domestic violence), and case management services such as counseling, finding and coordinating services, and monitoring and evaluating progress in a program.

Transition Age Youth (TAY) are persons between age 18 and 24 who are transitioning from childhood to adulthood.

Transitional Housing (TH) provides temporary housing accommodations and supportive services. While many households benefit most from direct connections to permanent housing programs such as RRH or PSH (which are often more cost-effective over the long term), transitional housing can also be an effective support. In particular, certain subpopulations, such as people fleeing domestic violence and transitional age youth, can meaningfully benefit from a transitional housing environment.

Strategic Plan Overview

Planning Process

This strategic plan reflects feedback and input from hundreds of community members, developed over a six-month community process. The strategic planning process included:

- An **environmental scan** of existing reports, data and research about San Joaquin County, the cities in the region and the health and economic well-being of the community, including homelessness and the system of care;
- **Stakeholder interviews** with representatives from cities, County agencies, federal agencies (including VA), health care systems, law enforcement, community-based organizations, service providers, and faith-based organizations;
- **Focus groups** with direct service providers and people with lived experience of homelessness;
- A **Community Summit** with more than 130 elected officials, County staff, City staff, service providers, community-based organizations, law enforcement, faith-based organizations, and individual community members;
- **CoC Strategic Planning Leadership Committee meetings** focused on increasing housing, solutions to addressing unsheltered homelessness, public communications and engagement, and strengthening supportive services for people experiencing homelessness; and
- A series of **presentations and discussions** at public meetings.

Vision Statement

Through the planning process, the community developed the following **vision statement**:

We envision a future in which homelessness in San Joaquin County will be rare, brief, and non-recurring, supported by a robust homeless crisis response system. People experiencing homelessness will be empowered through a responsive, nimble, housing-focused system that provides effective, supportive, and humane services and housing, efficiently leveraging public and private resources.

The goals and strategies in this plan are all designed to put San Joaquin County on the path to achieving this shared vision, inspiring action and guiding overall long-term thinking and decision-making.

Partners in Ending Homelessness

The San Joaquin County region benefits from a strong network of formal and informal partnerships to address homelessness. Key partners, all of whom were involved in developing this Strategic Plan, include people with lived experience of homelessness, service providers, and local leaders who worked together to set the vision for shared goals and strategies.

Planning Coordination and Leadership. The development of this plan has been guided by the leadership of the San Joaquin County Continuum of Care (CoC) Strategic Planning Committee, in partnership with the City of Stockton and San Joaquin County.

Strategic Planning Partners. Together, the San Joaquin community has leveraged invaluable partnerships and cross-community coordination to respond to homelessness and develop the next steps described in this Strategic Plan.

The following is a non-exhaustive list of partners actively engaged in addressing homelessness in San Joaquin County:

AmeriCorps
Bags of Hope
Breakthrough Project for Social Justice
Builders Industry Association
Business Council San Joaquin County
California Department of Motor Vehicles
Calvary Living Well Ministries
Care Link
Catholic Charities of the Diocese of Stockton
Central Valley Low Income Housing Corporation
City of Escalon
City of Lathrop
City of Lodi
City of Manteca
City of Ripon
City of Stockton
City of Tracy
Civic Pride Independent Academy
Community Medical Centers
County of San Joaquin
Delta Humane Society
Dignity Health St. Joseph's Medical Center
Disabled American Veterans Charities of San Joaquin County
Downtown Stockton Alliance
Episcopal Church of St. John the Baptist
Family Promise of San Joaquin County
Gleason House
Golden Valley Health Centers
Gospel Center Rescue Mission
Grace Point Church
Grace Presbyterian Church
Gravity Church
Greater Stockton Chamber of Commerce
Haven of Peace
Hope Family Shelters
Housing Authority of the County of San Joaquin
Helping Urban Bicyclists (HUB)
Inner City Action
Knights of Columbus
League of Women Voters of San Joaquin County
Lodi Committee on Homelessness
Lodi Community Foundation
Lot of Love and Giving
Love, Inc.
Lutheran Social Services
Manteca Gospel Rescue Mission
Manteca Unified School District
Police Departments
Public Works
Ready to Work
Refuge Church
Rotary Club of North Stockton
Rotary Club of Stockton
Salvation Army
San Joaquin County Behavioral Health Services
San Joaquin Community Data Co-Op
San Joaquin County Administrator's Office (CAO)
San Joaquin County District Attorney's Office
San Joaquin County Environmental Health Dept

San Joaquin County Health Care Services (HCS)
San Joaquin County Human Services Agency (HSA)
San Joaquin County Sheriff's Office
San Joaquin County Whole Person Care Program
San Joaquin Regional Transit District
San Joaquin Valley Veterans
Second Harvest
Showered with Love
St. Anne's Church
St. John the Evangelist Episcopal Church
St. Mary's Dining Room
St. Paul Lutheran Church
Stocktonians Taking Action to Neutralize Drugs (STAND)
Stockton Fire Department
Stockton Host Lion's Club
Stockton Shelter for the Homeless
The Office of Senator Cathleen Galgiani
Tracy Community Connections Center
Tracy Interfaith Ministries
U.S. Department of Housing and Urban Development
U.S. Department of Veteran Affairs
United Veterans Council of San Joaquin County
United Way of San Joaquin County
Venture Academy
Westcare
Women's Center Youth and Family Service

HOMELESSNESS IN SAN JOAQUIN COUNTY

HOW MANY PEOPLE ARE EXPERIENCING HOMELESSNESS IN SAN JOAQUIN COUNTY?

Every other year, the San Joaquin County Continuum of Care (CoC) conducts a "Point-in-Time" (PIT) Count of people experiencing homelessness on a single night in January. This count includes those who are unsheltered and living on the street or places not meant for habitation. The PIT Count provides the best data available on the size and characteristics of the homeless population over time. [2] In 2019, volunteers identified 2,631 individuals experiencing homelessness in San Joaquin County on the night of the count.

The number of people who experience homelessness in San Joaquin County over the course of a year, however, is likely much higher. This is because the PIT Count only measures the number of people who are homeless on a given day and does not account for the many people who fall in and out of homelessness during the remaining 364 days of a given year.

Homelessness in San Joaquin County is an ever-present challenge. Like much of the rest of the State of California, from the 2015 to 2019, the number of people identified as experiencing homelessness has increased dramatically. In San Joaquin County, it has grown from 1,708 to 2,631 individuals, an increase of 56%.

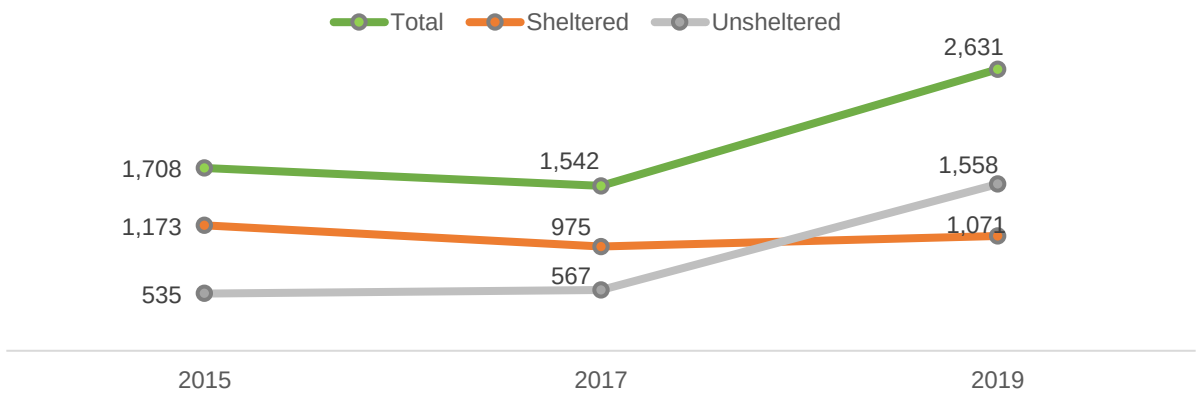
Most troubling of all is the changing distribution of homelessness since 2015. Five years ago, almost 70% of people experiencing homelessness in San Joaquin County were sheltered (1,173), while only 30% (515) were living without a safe place to sleep at night – on the streets, in parks, in cars, and by the river. In 2019, however, more than three times as many people experiencing homelessness are now living without a safe place to sleep at night (1,558 or almost 60% of the total population) and the percent of individuals and families living in shelters has decreased to only 40% (down from almost 70% in 2015).

[2] All population data in this report is taken from the PIT Counts unless otherwise specified. PIT Count reports can be found on the U.S. Department of Housing and Urban Development website here: https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/, or through the San Joaquin County Continuum of Care website here: http://www.sanjoaquincoc.org/point-in-time-sjc/. The Point-in-Time Count uses a definition of homelessness mandated by the U.S. Department of Housing and Urban Development (HUD). This definition counts people as homeless when they are living in a place not meant for human habitation (such as an encampment, tent, or vehicle), emergency shelters, or transitional housing. People who are doubled up or couch surfing are not counted as homeless under this definition. Except where otherwise noted, the Homeless Management Information System (HMIS) data is consistent with PIT Count data.

However, these numbers cannot be viewed in isolation. Significant improvements to counting methodology greatly improved outreach efforts to locations where those living unsheltered often congregate.

In 2017, the CoC used a census approach, through connection events and limited outreach by approximately 35 volunteers, counting 567 unsheltered homeless individuals. By contrast, in 2019, the decision was made early on to employ more volunteers (401 people from 91 organizations) with a much greater emphasis on outreach to locations where people were living outside. While the results cannot wholly be attributed to an increase in the unsheltered population, or an improved methodology, the outcome remains the same. There are more unsheltered households in San Joaquin than the system can possibly handle in its current state. Creating additional space for those who want to come inside, while increasing access and exits to permanent housing solutions, is essential to support those experiencing homelessness at present and those who may lose housing in the future.

Figure 1. San Joaquin CoC 2015-2019 Homelessness Point-in-Time Count



Source: 2015 CA-511 HUD PIT Report, 2017 CA-511 HUD PIT Report, 2019 San Joaquin CoC Point-in-Time Count

The number of people who are experiencing unsheltered homelessness is highest in Stockton (921 individuals, representing 59% of the community's unsheltered population). This is not surprising given that Stockton is the largest city in the county and is also the hub for many of the services available in San Joaquin. Manteca has the second highest number of people experiencing unsheltered homelessness (218 or 20%), followed by Tracy (155 or 10%), and Lodi (139 or 9%).[3]

While homelessness has increased in San Joaquin County, it is not likely due to individuals moving to the area in order to obtain services. In fact, the vast majority – 83% – of those experiencing homelessness were living in San Joaquin County prior to experiencing homelessness.[4]

[3] San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard. http://www.sanjoaquincoc.org/wp-content/uploads/2019/09/2019-SJCoC-Point-in-Time-Count-Data-Dashboard.pdf.
[4] San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard.

Demographic and Subpopulation Trends

Gender

According to the 2019 PIT Count, 63% (1,660) of those experiencing homelessness identified as male, 37% (966) as female, and less than 1% as transgender. Housing and service program data from 2018 shows a slightly different composition by gender identity. Of those identified in the CoC's HMIS, 52% identified as male (6,652), 48% as female (6,147), and less than 1% as transgender (18).[5] Both the PIT and HMIS data indicate that men make a slightly larger share of those experiencing homelessness in the community. The current capacity to provide men supportive services while in shelter or on the street is extremely limited. Supportive services are critical at every phase of the homeless response system to ensure access to new housing and employment opportunities.

When it comes to families, however, the ratio changes such that females comprise 63% of members of families with children and males comprise only 37% of the population. While households with children led by women have slightly more access to supportive services, the need remains immense.

Households with Children and Unaccompanied Youth

The 2019 PIT count found that 13% of people experiencing homelessness in San Joaquin County were children under 18 years of age (342 out of 2,631), with an additional 5.6% of people experiencing homelessness transition age youth (TAY) between the ages of 18 and 24 years (148 out of 2,631).

The majority of children (98%) were sheltered – living in emergency shelters (88%) or transitional housing (10%). One hundred percent of parenting youth were sheltered, as well. The statistics are quite different, however, for unaccompanied youth. While all parenting youth were able to obtain shelter, more than 6 out of 10 unaccompanied youth (62%) were living without a safe place to sleep. The majority of unaccompanied youth were male (67%). Of those youth living without shelter, close to 1 in 4 were chronically homeless.

Over the course of a year, many more San Joaquin County children experience homelessness than are captured in the PIT Count. Under the federal McKinney-Vento Act, schools are also required to track students experiencing homelessness, using a definition of homelessness that also includes youth who are couch surfing or doubled-up (e.g., with multiple families sharing the same space).[6] In the 2017-18 school year, San Joaquin County schools reported 4,330 school age children experiencing homelessness under that definition.[7] Similarly, the PIT count may undercount the number of young adults facing homelessness. The HMIS data for 2018 showed that 8% (1,000) of individuals tracked in the homeless

[5] San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.
[6] 42 U.S.C. §11434(2)(B), McKinney-Vento Act, U.S. Department of Education.
[7] See excel spreadsheet, County Office Homeless Liaison Contact List with 2017–18 Enrollment information, line 58, "Homeless Enrolled," California Department of Education, April 25, 2019.

system of care were between the ages of 18 and 24 years old,[8] many more than were counted as homeless on one night in January 2019.

Older Adults

Consistent with national patterns, the homeless population in San Joaquin County is rapidly aging. Close to 1 out of every 4 people experiencing homelessness in 2019 were at least 55 years old. This number is expected to continue to increase, due in part to the high costs of housing and health care that are increasingly unaffordable.[9]

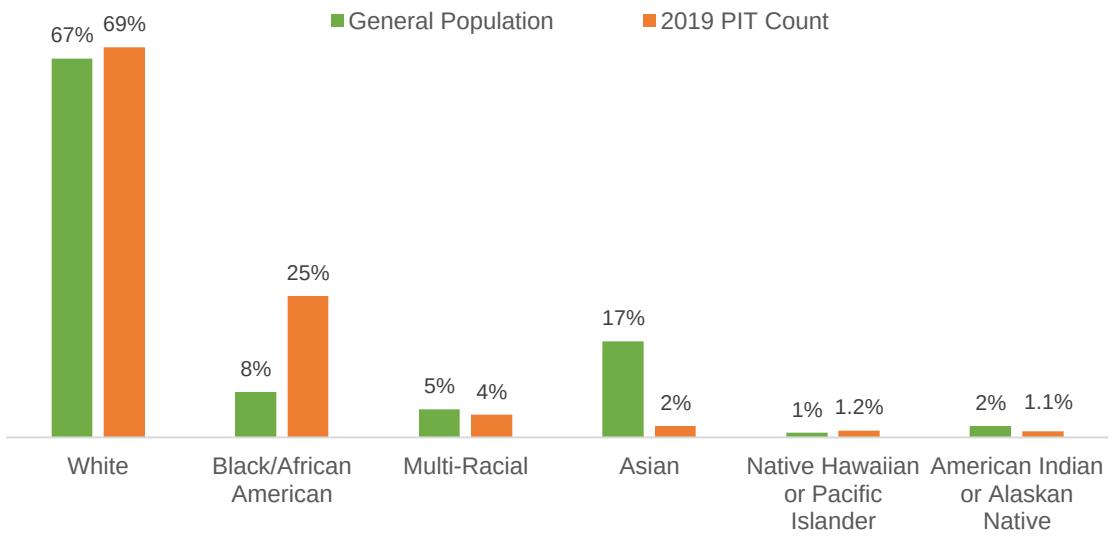
Older adults who are homeless face unique challenges and often require special support. People experiencing homelessness age more rapidly than others who are housed and older adults with extensive histories of homelessness typically present as much older than their biological age reflects.[10] They may be more challenged with activities of daily living, poor eyesight, balance, and hearing. Older adults are also more likely to suffer from cognitive impairments and are more likely to present with depression. They may require more medical interventions, compared to the general population of people experiencing homelessness. The capacity to serve older adults is also insufficient, as many seniors find themselves facing the outdoors on weekends and other hours when shelters are not accessible. This significantly exacerbates any existing health conditions and only makes it more difficult to find stability.

Race and Ethnicity

Research in California and around the country shows that people of color are more likely to experience homelessness in the U.S. compared to White people; and that Black/African Americans are in particular more likely to experience homelessness.[11] San Joaquin's data bears this out. While Black/African Americans make up roughly 8% of San Joaquin's population, they represent 25% of those experiencing homelessness in the 2019 PIT count. They also comprise 38% of the individuals living in families with children who are homeless (202 out of 525). And they make up a striking 50% of parenting youth (8 out of 16) experiencing homelessness. In contrast, while White people are represented in the PIT Count similar to their proportion of San Joaquin's general population, that is not the case when it comes to homeless families with children. Only 46% of individuals from families with children identified as White, compared to 67% of the general population.

[8] San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.
[9] Demographics of Homelessness Series: The Rising Elderly Population, April 2010.
[10] Homeless people suffer geriatric conditions decades early; UCSF study shows, UCSF, February 2016.
[11] Center for Social Innovation, SPARC: "Phase One Study Findings, March 2018. https://center4si.com/wp-content/uploads/2016/08/SPARC-Phase-1-Findings-March-2018.pdf.

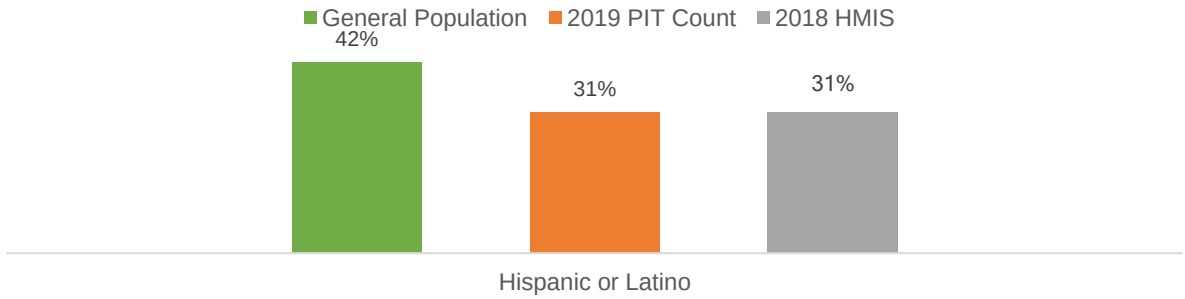
Figure 2. Number of People in San Joaquin CoC Experiencing Homelessness by Race



Source: U.S. Census Bureau, QuickFacts San Joaquin County: https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.
Note: Percentages will not total 100 due to excluding numbers for "Did Not Answer" or "Refused."

Similarly, while 42% of San Joaquin County residents identify as Hispanic/Latino, this group makes up 31% of the homeless population. A slightly higher margin (36%) of families with children experiencing homelessness identify as Hispanic/Latino.

Figure 3. Number of People in San Joaquin CoC Experiencing Homelessness by Hispanic/Latino Identity



Source: U.S. Census Bureau, QuickFacts San Joaquin County: https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.

Mental Illness or Substance Use Disorders

The 2019 PIT count found that 2 out of 3 San Joaquin homeless adults (66%) identified as having a serious mental illness or substance use disorder. Due to the stigma associated with behavioral health issues, this self-reported data may be an undercount. Of those individuals, only 36% had a serious

mental illness, while the remaining 64% experienced a substance use disorder. Contrary to public perceptions, only 24% of homeless individuals indicated that they had a serious mental illness. The San Joaquin demographics are consistent with state level statistics, where 26% of individuals experiencing homelessness throughout California indicate they have a serious mental illness.[12]

For homeless individuals who suffer from a serious mental illness or substance use disorders, more than 8 out of 10 were living without shelter. 84% of those with a serious mental illness had no safe place to sleep, while 83% of those with substance use disorders were also on the street, in the park, or otherwise with no place to go. This demographic only emphasizes the need for supportive services to be maintained at each level of the homeless response system or the same individuals will continue to rely on emergency services rather than receive the targeted care they require.

Chronic Homelessness

A person is considered chronically homeless when they have been homeless for at least a year, either 12 months consecutively, or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability (physical, mental, developmental or living with HIV/AIDS).

Of those counted in the San Joaquin 2019 PIT count, 704 were chronically homeless (27%). Of the 704 chronically homeless, 86% (605) had no place to sleep at night.

People who are considered chronically homeless have often experienced extensive trauma and have severe service needs. While interventions such as Permanent Supportive Housing have been proven to be extremely effective in supporting people experiencing chronic homelessness to regain stable housing, people with extensive histories of homelessness often require intensive service engagement and relationship-building with street outreach and other providers to establish a foundation of trust and rapport to successfully exit homelessness.

Veterans

In the 2019 PIT Count, 153 veterans were identified as experiencing homelessness and 47% of these individuals were unsheltered. In the 2017 Count, 112 veterans were counted as homeless

This is a 37% increase in homeless veteran numbers from 2017. HMIS data for 2018 indicates that 8% of those receiving housing and services in the homeless system of care identified as veterans.[13] While there are often services dedicated to serving veterans, especially from the federal government and the County, increased coordination with the homeless response system is essential going forward.

[12] San Joaquin County Behavioral Health Services in partnership with the Homeless Initiatives Division of the County Administrator's Office. No Place Like Home Plan. November 2018.
[13] San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

WHAT HOUSING RESOURCES ARE AVAILABLE?

San Joaquin, like the rest of California, is in dire need of more affordable housing — particularly housing that is available to individuals and families who are most vulnerable and/or earning little to no income. Households in the extremely low-income range, earning 30% or less of Area Median Income (AMI), or roughly $18,000 per year,[14] are considered the most vulnerable and at risk of homelessness. In San Joaquin County, 36% of occupied housing units are rented, as opposed to owner-occupied. Additionally, the most recent census information indicates that more than 93% of San Joaquin housing was occupied. Moreover, only 1.6% of current housing was built in 2014 or after.[15]

Economic conditions for people living in San Joaquin County, are worse than other parts of the State. The unemployment rate in San Joaquin County is 5%, higher than the State unemployment rate.[16] Nearly 1 in 5 of San Joaquin residents were living below the federal poverty line in 2017 (for 2019, that means income of less than $25,750 for a family of four).[17] In 2017, the average family of four in San Joaquin spent close to $12,000 a year ($990 per month) on housing.[18] For 1 in 5 families in San Joaquin County living below the federal poverty level, housing costs made up more than 45% of their income.[19]

Across all income levels, 38% of households pay more than 30% of their income toward housing.[20] For individuals with the lowest income (known as "Extremely Low Income" or ELI), 76% spend *more than half* of their income on housing. The median monthly asking rent in the county is $1,532, which requires renters to earn $29.46 per hour – 2.5 times more than the State minimum wage – to afford rent. Meanwhile, the Public Housing Authority payment standard for a one bedroom (which also covers Section 8 and VASH) is now $912, and many vouchers are issued for below that amount.

In 2014, the San Joaquin Council of Governments' Regional Housing Needs Assessment determined that 40,360 housing units were needed by 2023, of which, 23.5% (9,485) would be necessary for very-low income households.[21] More recently, in May 2019, California Housing Partnership declared that the county needs 25,489 more affordable rental units to meet the increasing demand for affordable housing.[22] Affordable housing broadly has not kept up with needs in the county and neither have homelessness housing resources. According to the Housing Inventory Count (HIC), the number of homelessness housing beds in the community (shelter, PSH, and RRH beds) has increased only slightly

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[14] Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.
[15] Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.
[16] Stockton-Lodi Metropolitan Statistical Area (MSA), San Joaquin County, California Employment Development Division, November 15, 2019.
[17] Selected Economic Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.
[18] Family Budget Fact Sheets, San Joaquin County, Economic Policy Institute.
[19] San Joaquin County's Housing Emergency Update, California Housing Partnership, May 2019. https://1p08d91kd0c03rlxhmhtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf
[20] Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.
[21] San Joaquin County Council of Governments' Regional Housing Needs Plan 2014-2023. Adopted August 28, 2014.
[22] California Housing Partnership, San Joaquin County's Housing Emergency Update. May 2019. https://1p08d91kd0c03rlxhmhtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf.

since 2015 (6.5% or 139 beds). The slight increase in HIC beds (139) falls far short of serving the more than 900 additional individuals who newly experienced homelessness during that same time period.

During this time, due to changing federal funding priorities, the number of beds available for transitional housing (TH) decreased (or were converted into rapid rehousing), while board and care facilities shut down, leaving fewer facilities to provide more intensive supportive housing and services for highly vulnerable populations. Board and Care capacity has decreased by 40% since 2015, leaving only 158 beds for all mental health consumers.[23]

Creating, rehabilitating, subsidizing, and incentivizing permanent and affordable housing solutions is a central pillar of the San Joaquin regional response. Expanding low-barrier shelters on the front end is a critical and necessary piece of homeless crisis response but building a housing pipeline to create exits from shelter is the solution.

The Current Homeless System of Care

While there are dozens of organizations throughout San Joaquin that are providing services and support to people experiencing homelessness, there are only two organizations that receive federal funding from HUD through the Continuum of Care (CoC): Central Valley Low Income Housing Corp. and Lutheran Social Services. They provide rental assistance, permanent supportive housing, transitional housing and case management for youth, adults, families, seniors, and veterans. Federal Emergency Solutions Grant (ESG) funding through the City of Stockton and San Joaquin County supports emergency shelter, rapid rehousing, homelessness prevention, HMIS, and other critical services.

These programs serve as an important foundation for the San Joaquin homeless system of care, but the population data above underscores the need to expand capacity of programs through additional resources – a challenge given federal funding constraints that requires investment of local resources.

Figure 4. Housing Inventory Count 2019 - Unit/Bed Capacity

Emergency Shelter (year-round beds)	Transitional Housing	Rapid Rehousing	Permanent Supportive Housing	Total Units/Beds
883	346	262	769	2260

[23] San Joaquin County Behavioral Health Services, No Place Like Home Plan. November 2018.

San Joaquin CoC Supportive Housing Programs

- Permanent supportive housing (PSH) provides housing and supportive services for homeless persons with disabilities; primarily those with serious mental illness, chronic problems with alcohol and drug abuse, or those with acquired immunodeficiency syndrome (AIDS). PSH is established in apartments and scattered sites throughout the County, with supportive services offered and provided by a network of more than 20 community providers.
- The C.A.R.E. Program (Coordinated Agency Response Effort) supports smaller family shelters as they provide continuing supportive services to clients who have moved from shelters to permanent housing. The primary focus is on households with dependent children. Continuing case management services are often, but not always, provided by the shelter where the families previously resided.

- The C.H.A.R.M. Program (Communitywide Homeless Assessment & Resource Management) is the CoC's Homeless Management Information System.
- Hermanas I & II Programs provide rapid rehousing to homeless households with significant substance abuse problems. The focus is on single mothers with dependent children.
- The Homeless to Homes and Horizons Programs provide rapid rehousing and supportive services to homeless families. The programs put an emphasis on the transition from emergency shelter to stable housing.

- Project HOPE Is a program geared towards former foster youth at high risk of homelessness. The program uses scattered site apartments throughout the cities of Stockton and Lodi and offers educational and life skills training.
- The S.P.I.C.E. (Supporting People in a Community Environment) Program offers permanent housing for people with disabilities.

Human Services Agency

San Joaquin County's Human Services Agency (HSA) operates 14 community centers, which provide hot lunch and socialization programs for vulnerable and/or socially isolated adults, many of whom are homeless. HSA also works with homeless and indigent individuals to help them secure health coverage, cash-aid, and/or food assistance. HSA programs include California Work Opportunity and Responsibility to Kids (CalWORKs), Foster Care, CalFresh, General Assistance, Medi-Cal, Adoptions, Child Protective Services, Adult Protective Services, In-Home Supportive Services (IHSS), Refugee Assistance, and the Mary Graham Children's Shelter.

First 5 San Joaquin

In partnership with HSA, First 5 San Joaquin exists to serve and improve the community by fostering the active participation of parents, caregivers, educators and community members. First 5 develops and offers programs benefiting children ages 0 to 5 years old. First 5 San Joaquin provides financial support for critical programs such as health, preschool and literacy programs, to ensure programs effectively meet the needs of families through the following programs: preschool, health education, parent education, home visitation, kindergarten bridge, health and developmental screenings, breastfeeding support services, and health insurance screening and referral.

Behavioral Health Services

The County's Behavioral Health Services provides housing support services for individuals with serious mental illness through rental subsidies, board and care supplemental patches, motel vouchers, and placement in supported residential facilities. MHSA funds were used to develop 53 permanent housing units in Stockton and Lodi that are restricted to residents with serious mental illness. Two Mental Health Services Act innovation projects focus on homeless mentally ill individuals: Progressive Housing (45 new scattered-site beds to date) and the Assessment and Respite Center, serving as a friendly front door to behavioral health services for homeless individuals. Mental Health Services Act funds were used to develop 39 new units of project-based housing for the seriously mentally ill adults. Behavioral Health Services also provides a number of homeless outreach and engagement services: the Project for Assistance in Transition from Homelessness (PATH) team, Whole Person Care Behavioral Health Navigation Team, Inspire team, Allies team, and the Law Enforcement Assisted Diversion (LEAD) team, which partners with the District Attorney's Office and the Stockton Police Department. Through these services, people experiencing homelessness are connected to housing and services whenever possible.

Whole Person Care

Whole Person Care (WPC) is a pilot program intended to more effectively coordinate the physical health, behavioral health, and social services needs of the most vulnerable Medi-Cal beneficiaries who are high users of multiple publicly-funded health care systems and who continue to have poor health outcomes. In addition, the program seeks to build and sustain relationships, develop infrastructure allowing data to be shared between various clinical information systems and demonstrate a reduction in publicly funded costs.

WPC specifically targets adult Medi-Cal beneficiaries that are homeless or at-risk of homelessness upon release from the County Jail, a psychiatric health facility, or hospital, as well as high utilizers of emergency department services and individuals with a mental health and/or substance use disorder. Health Care Services (HCS) is the lead County entity and single point of contact with the State Department of Health Care Services (DHCS) for the County's WPC Program.

Law Enforcement

Law enforcement plays a key role in addressing homelessness throughout the region, as they are often the first point of contact for those living on the street. Each of San Joaquin's major cities have at least one dedicated officer to act as a homeless liaison. Stockton's Law Enforcement Assisted Diversion (LEAD)

program serves as an example of a successful model for using law enforcement as a partner and a bridge to services. Officers regularly foster community and connection with unhoused individuals, often knowing a person's circumstances better than other community supports.

Housing Authority

The Housing Authority of the County of San Joaquin (HACSJ) established a preference to provide permanent affordable housing for individuals and families participating in a Supportive Housing Program, Shelter Plus Care Program, Emergency Solutions Grants program, or homeless program. Since the inception in 2017, 91 households transitioned from homelessness and are receiving permanent rental assistance. Multiple agencies throughout San Joaquin County participated in identifying and referring clients through this preference. The leading referral agencies include the Stockton Shelter for the Homeless, Haven of Peace, and Central Valley Low Income Housing Corp., amongst others.

The Housing Authority received Mental Health Services Act funds to repurpose its former administrative buildings into 26 affordable rental units for Behavioral Health clients. An additional 11 units are being rehabilitated from another HACSJ owned property for the same purpose. Units will be available for lease up as early as August 2020. Supportive services will be available for all residents provided by Behavior Health Services.

The Housing Authority, in partnership with STAND Affordable Housing, Central Valley Low Income Housing Corp., and Stockton Shelter for the Homeless have broken ground on a new project referred to as Turnpike Commons. Turnpike Commons is the first phase in this project currently under construction consisting of nine homes to individuals and families experiencing homelessness. Phase two will consist of three homes on two separate parcels as infill development within the City of Stockton.

Centralized Assessment and Coordinated Entry System

San Joaquin is committed to providing a "no wrong door" approach to access housing and services. Currently, there are two organizations that contribute to the operation of the local Coordinated Entry System: Central Valley Low-Income Housing Corp., which serves as the HMIS Lead Agency, and Family Resource and Referral Center, which operates the local 211 system and provides support for housing and services referrals. Those presenting as homeless, typically through a shelter provider, but also through street outreach and the local 211 system, are referred to Central Valley Low Income Housing Corp., where an assessment is conducted and HMIS entry is completed. Central Valley Housing staff then determines the availability of permanent housing programs based on the needs of the client.

Emergency Shelter

There are over a dozen site-based shelter programs operating in the county. Some serve women and children surviving domestic violence, while others are affiliated with religious institutions, and still others focus on providing support to families with children. Most of the shelters provide a place to sleep, food, hygiene services, and clothing for residents. Some provide job readiness and life skills training (e.g., Family and Youth Services, Gospel Center Rescue Mission, McHenry House, Haven of Peace, and the Women's Center Youth and Family Services). Limited providers offer on-site health care services (e.g., Gospel Center Rescue Mission and St. Mary's Dining Room) or counseling services (e.g.,

Family and Youth Services, McHenry House, and Lodi House). In addition to the many services noted, the Women's Center also offers case management, parenting classes, domestic violence and self- esteem support groups, financial literacy, and services for employment preparation. They also operate the Just for Kids Program and an aftercare support group.

Most of the shelters impose conditions on their residents, requiring people to be abstinent or sober, prohibiting residents from bringing possessions, pets, or partners into the shelter, and requiring residents to exit each morning. There remains a real need for additional low-barrier shelters that screen people in, rather than out. Combined with insufficient housing vouchers and affordable units, the system stalls at shelter. Households continue to cycle in and out rather than move on to permanent housing solutions. Additional shelter capacity must be coupled with additional housing. All must have supportive services.

Figure 5. Housing Inventory Count 2019 – Emergency Shelter Beds[24]

Organization Name	Project Name	Bed Type	Target Pop.	Beds HH w/ Children	Beds HH w/o Children	Beds HH w/ only Children	Year-Round Beds	PIT Count	Total Beds	Utilization Rate
Chest of Hope	Hope's House	Facility-based	DV	12	8	0	20	20	**20**	***100%***
Gospel Center Rescue Mission	Men's Lodge	Facility-based	NA	0	70	0	70	63	**70**	***90%***
Gospel Center Rescue Mission	New Hope Shelter	Facility-based	NA	16	22	0	38	35	**38**	***92%***
Haven of Peace	Haven of Peace	Facility-based	NA	22	13	0	35	35	**35**	***100%***
HOPE Ministries	HOPE Shelter	Facility-based	NA	35	0	0	35	16	**35**	***46%***
HOPE Ministries	Raymus House	Facility-based	NA	36	0	0	36	6	**36**	***17%***
Lodi House	Lodi House	Facility-based	NA	20	4	0	24	11	**24**	***46%***
McHenry House	McHenry House	Facility-based	NA	32	0	0	32	20	**32**	***62%***
Salvation Army-Lodi	Hope Harbor	Facility-based	NA	12	59	0	71	62	**71**	***87%***
San Joaquin County	TANF Homeless Assistance	Voucher-based	NA	190	1	0	191	191	**191**	***100%***
Stockton Shelter	Family Shelter	Facility-based	NA	92	22	0	114	142	**142**	***100%***
Stockton Shelter	Singles Shelter	Facility-based	NA	0	160	0	160	189	**189**	***100%***
Women's Center - YFS	DAWN House	Facility-based	DV	27	8	0	35	37	**37**	***100%***
Women's Center - YFS	Safe House	Facility-based	NA	0	0	10	10	4	**10**	***40%***
Women's Center - YFS	Serenity House	Facility-based	DV	8	4	0	12	14	**14**	***100%***
Totals				**502**	**371**	**10**	**883**	**845**	**944**	***79%***

[24] The "Utilization Rate" column is determined by dividing the PIT Count number by the "Total Beds." PIT Count numbers and Total Beds include *Overflow* and *Seasonal* beds that are available either temporarily, or only during high-demand seasons of the year, respectively. Overflow and Seasonal beds are not included in Year-Round Bed totals.

Veterans Administration

The VA offers a variety of emergency and longer-term shelter options for eligible veterans. The Health Care for Homeless Veteran's (HCHV) program, operated by Stockton Shelter, offers stays of 60 days; the Grant Per Diem program, operated by Dignity's Alcove, offers shelter, meals, and other services for up to 2 years; and the HCHV program, operated by Compassionate Residio, offers limited respite care for veterans with medical necessity.

St. Mary's Dining Room and Stockton Shelter together provide a place for people to get food and shelter or seek respite during the day under a roof. Stockton Shelter has 111 beds for single adults and can accommodate 30 families. Yet, it was running at 175% of capacity on the men's side, and 120% of capacity on the family side, during 2019. Both organizations lack sufficient case management staff (Stockton Shelter only recently hired a case manager to support the hundreds of single adults they shelter).

Local Financial Investment

The primary source of funding to support efforts to reduce homelessness in the county are federal and state funds (e.g., CoC, ESG, VA). While local police, fire, transportation, and sanitation provide services to people experiencing homelessness, until very recently, no local funding was dedicated to support homeless services specifically. Local investment is increasingly necessary, especially as federal and state funding require matching contributions. Given the matching requirement, local investment results in an exponential increase in total funding for the homeless response system.

How is the System Performing?

"All agencies that serve homeless households within the San Joaquin Continuum of Care have a responsibility to positively contribute to the elimination of homelessness in San Joaquin County."[25] As such, the CoC's System-Wide Performance and Evaluation Committee ("the Committee") established performance measures to guide individual project performance evaluation thresholds for various funding sources. In order to develop these measures and the strategies to achieve them, the Committee adopted HUD's core System Performance Measures (SPM), examined local HMIS data, assessed external conditions specific to San Joaquin County, and incorporated best practices from the United States Interagency Council on Homelessness, National Alliance to End Homelessness, and National Homeless Information Project. The San Joaquin CoC Board of Directors adopted as policy the Committee's work and recommendations.

[25] San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

The specific performance measures for the local community are:

1. *Reduction in the average and median length of time persons remain homeless;*
2. *Reduction in the percent of persons who return to homelessness from permanent housing;*
3. *Reduction in the total number of persons who are homeless;*
4. *Increase in the percent of adults who gain or increase employment or non-employment cash income over time;*
5. *Reduction in the number of persons who become homeless for the first time;*
6. *Placement in housing of households that are homeless under other laws;*

7a. *Increase in the percent of persons who exit from the streets to an ES, SH, TH, or permanent housing destination;*

7b. *Increase in the percent of persons who exit to or retain permanent housing from PSH;*

8. *Increase in the percent of persons who exit to permanent housing from RRH;*
9. *Reduce the number of people living unsheltered in our community; and*
10. *Increase the number of units available to those exiting homelessness.*[26]

For the most part, CoC system performance reflects a region that is seeing increases in first-time and returns to homelessness. SPM 5, which looks at first time homeless, increased substantially between 2015 and 2017, particularly over a single year between 2016 and 2017. In 2016, there were 2,736 people in San Joaquin emergency shelters, transitional housing, or permanent supportive housing who were experiencing homelessness for the first time. By 2017 that number more than doubled to 5,913.[27] Additionally, SPM 2, which measures returns to homelessness over 2 years, increased between 2015-2017 from 16% to 21%. It is important to note that this data only looks at San Joaquin and does not take into account if someone returned to homelessness in a different county or CoC. Given the above, the Committee has endorsed the work of the Coordinated Entry Committee in establishing a no wrong door approach to coordinated assessment and access to prevention and diversion programs.[28]

Some performance measures appear to indicate success in decreasing how long a person experiences homeless. SPM 1, which assesses the average length of time someone is homeless, showed a decreased in the average length of stay in emergency shelters and transitional housing programs from 103 days (2015) to 54 days (2017). However, this data likely reflects the inclusion of new hotel stay data in HMIS

[26] System Performance Measures 1 through 7b are established by the Housing and Urban Development Department to evaluate the success of local efforts related to addressing homelessness. Measures 8, 9, and 10 are locally identified Performance Measures. These measures are calculated on a calendar consistent with the HUD calendar for System-wide Performance Measure reporting (Oct. 1 through Sept. 30).
[27] HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/.
[28] San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

skewing the overall numbers.[29] As such, the Committee determined there needs to be an ongoing effort to move people from shelter and transitional housing programs through comprehensive supportive services to permanent housing solutions, such as rapid rehousing.[30]

Ensuring accurate and widespread data collection, from program entry to exit, is essential for ongoing evaluation of these critical federal and local performance measures.

[29] HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/.
[30] San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

Priorities and Goals for Effectively Addressing Homelessness

While the San Joaquin community has made meaningful progress in setting up a homeless response system that has prevented or ended homelessness for hundreds of residents, significantly more coordination, investment, and focus is needed to fully address the impacts of homelessness across the county.

The increasing number of people experiencing homelessness who are living without shelter is a major concern for the community. The lack of low-barrier shelters throughout the county exacerbates the problem. While many organizations support people experiencing homelessness, only a small handful receive federal or state funding, and many do not fully participate in HMIS. Coordination across programs and agencies is insufficient to meet the current need. Looking ahead, the increases in first-time homelessness and returns to homelessness, are a strong call for the community to invest more in prevention and diversion, wrap around supportive services, and affordable permanent housing solutions.

The strategic planning process has involved extensive community engagement, a review of local data, and research to better understand the San Joaquin region's current homelessness system of care. Based on data, community feedback, and evidenced-based practices, San Joaquin has identified **three goals** that will be critical to effectively address homelessness over the next five years.

GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE

San Joaquin County needs to deepen coordination to establish a community-wide response to homelessness. There are many organizations actively engaged in serving people experiencing homelessness. The region needs to strengthen the homeless crisis system it has in place and develop a fully coordinated and transparent system that can help obtain greater funding, identify shared priorities, and establish a formal coordinated entry system to identify, assess, and connect individuals to housing and services. Collaboration will expand understanding of the causes of homelessness and support the most effective approaches to address it. A stronger network can also celebrate success, reflect and course correct, and monitor and evaluate to ensure continued progress.

GOAL 2: INCREASE ACCESS & REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES

Connecting and building rapport with people experiencing homelessness is critical in a region where nearly 60% live without shelter – on the streets, in cars, under bridges, or by the river. By expanding outreach, increasing services, and developing low-barrier shelters, the community can target resources to those living in places not meant for human habitation. At the same time, San Joaquin must be better positioned to support those at-risk of becoming homeless. While a small number of people require more intensive services, most people facing housing instability need a minimal amount of help to stay housed. Whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget, the more the system can provide supports and services to prevent homelessness in the first place, the more the community will be able to use the limited resources on hand to end homelessness altogether – while at the same time protecting additional individuals and families from the traumas associated with homelessness.

GOAL 3: ENSURE HOUSEHOLDS EXPERIENCING HOMELESSNESS HAVE ACCESS TO AFFORDABLE & SUSTAINABLE PERMANENT HOUSING SOLUTIONS

Permanent housing – and the supportive services needed to obtain and maintain it – is the solution to homelessness. By expanding permanent housing options, such as Permanent Supportive Housing and Rapid Rehousing, hundreds more people in San Joaquin County will have a home that provides security and comfort – hand-in-hand with case management and job support services many residents require to achieve stability and long-term self-sufficiency. To do so not only requires more investment in new housing, but engagement with landlords and others to increase access to housing that already exists.

Goal 1: Establish a Coordinated and Engaged Regional System of Care

Measure 1.1: **All housing and homelessness agencies and programs are trained and participate in HMIS.**

Measure 1.2: **A formal Coordinated Entry System (CES) is in place, including a robust HMIS that is fully populated with data countywide.**

Measure 1.3: **HMIS collects intake, assessment, and exit data to allow for coordination and tracking as people exit homelessness and/or return to homelessness.**

Measure 1.4: **All stakeholder groups – the County, cities, Continuum of Care, service providers, and community-based organizations – have adopted the Strategic Plan.**

Measure 1.5: **Stakeholders are working together communitywide to implement a shared set of strategies to address homelessness in line with the Strategic Plan.**

Measure 1.6: **A shared funding process/advisory board has been put in place, with representatives from the County, cities, Continuum of Care, health care systems, VA and other federal partners, service providers, and community-based organizations.**

Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the Countywide Homeless System of Care

Homelessness is a countywide challenge that requires partnership between numerous jurisdictions, agencies, and sectors. Communities that are making headway in addressing homelessness have invested in effective, centralized leadership to coordinate efforts and implement shared strategies, ensuring that community resources are being used as effectively as possible. While the San Joaquin community has strongly indicated that there is a desire for coordination across jurisdictions and funding streams, greater focus, planning, investment, and collaboration is needed to collectively achieve the shared goals.

- **Strengthen Coordinated Entry System:** Stakeholders in San Joaquin County have expressed the desire to have a robust Coordinated Entry System (CES) to better prioritize and serve those struggling with housing instability and homelessness. CES is a process developed to ensure that all people experiencing a housing crisis have fair and equal access to housing and supportive services. Individuals should be quickly identified, assessed for, referred, and matched to housing and assistance based on their strengths and needs. An effective CES can reduce the time it takes to get services to participants and ensure that resources are used efficiently.

The steps to strengthen San Joaquin's CES include:

- ✓ *Centralize access points to administer coordinated assessment tool (VI-SPDAT), incorporating San Joaquin 2-1-1 and existing community/resource centers (e.g., HSA Community Centers);*
- ✓ *Expand CES to ensure that all homeless response programs – shelters, Rapid Rehousing, Permanent Supportive Housing, and Prevention – are included in the system, to ensure placements are tracked and documented, and success can be measured;*
- ✓ *Increase CES coverage and participation to include the full spectrum of services that are available in San Joaquin, including mobile teams, satellite offices, rotating staff, and co-located services;*
- ✓ *Consider integrating related systems of care, such as re-entry from criminal justice or hospital discharge to further improve coordination; and*
- ✓ *Once widely adopted, evaluate the effectiveness of the coordinated assessment tool (VI-SPDAT) in identifying the best intervention (e.g., RRH, PSH) according to vulnerability, and analyze any disparities between subpopulation access to services and placement into housing.*

Strengthening and centralizing the CES process will enhance San Joaquin's capability to expand, track, and analyze how effective the community is at serving people in need. It will help ensure people with the greatest needs are prioritized while those facing an immediate housing crisis are diverted from the homeless response system altogether.

VI-SPDAT

Vulnerability Index - Service Prioritization Decision Assistance Tool. The VI-SPDAT is a commonly used, pre-screening, or triage tool, that is designed to be used by all providers within a community to quickly assess the health and social needs of homeless persons and match them with the most appropriate support and housing interventions that are available. The VI-SPDAT is designed to determine the presence and acuity of an issue and identify clients to refer for assessment for specific housing interventions, but it is not intended to provide a comprehensive assessment of each person's needs. The tool is designed to measure acuity and risks to housing instability.

- **Establish countywide priorities:** Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep households from becoming homeless from the outset (and diversion when they do), expand low-barrier shelters to ensure those living on the street can quickly gain access to services, and increase the availability of affordable permanent housing. For example, there was strong feeling that they system needs to prioritize vouchers for people with mental illness, "People with mental illness need vouchers immediately. They must be prioritized, and this cannot just be based on whether the person has SSI or SSDA."

- **Design a shared process around funding and allocation**: With only two organizations currently receiving federal CoC funds, but a broader set of organizations working to end homelessness, the community needs to focus attention on increased planning to ensure adequate and strategic coordination is in place to support priority initiatives and to reduce duplicative efforts. The additional state funding opportunities that are available for the region provide even greater incentive to take the time to establish a coordinated and cross-jurisdictional process to apply for, prioritize, and distribute funding effectively across the region. To effectively collaborate and maximize funding opportunities, the community can:

  - ✓ Explore establishing a Funding Advisory Group comprised of officials from the county's three HUD Entitlement Jurisdictions, which may include members of the CoC Board, Board of Supervisors, city executive and legislative branches, community-based organizations, and other relevant stakeholders with authority. (This must include a full-time staff position, which could be funded by a trusted community-based organization, or the County, to provide support on data requests, administrative functions, and staffing.)

  - ✓ Design a single Request for Funding Proposal (RFP) mechanism that permits applicants to submit a shared application for multiple funding streams and be responsible for the same reporting and fiscal duties.

  - ✓ Offer more comprehensive technical assistance to providers who have not previously sought funding to establish a new project pipeline and provide infrastructure for programs to help alleviate administrative burdens.

Example Roles and Responsibilities of a Funding Advisory Group

1. *Seek to achieve functional zero homelessness in San Joaquin County, using this Strategic Plan as the initial guiding document;*
2. *Support the goals and duties of the San Joaquin Continuum of Care;*
3. *Own the issue of homelessness within the county;*
4. *Align homelessness-related funding and policies throughout the county;*
5. *Promote and invest in Housing First strategies;*
6. *Ensure adherence to evidenced-based solutions;*
7. *Represent rural, urban, and suburban communities;*
8. *Monitor local system performance measures;*
9. *Focus on high-level decisions, not technical aspects of issues related to homelessness;*
10. *Create ongoing or ad hoc Task Groups, so long as there is sufficient staff capacity;*
11. *Approve the submission of applications to Notices of Funding Availability (NOFAs) published by HUD and the State, ideally through a single Request for Funding Proposal;*
12. *Establish San Joaquin County's homelessness funding priorities and make funding-related decisions (e.g., project types to fund, subpopulations to target);*
13. *Ensure that organizations serving the county's homeless population receive the technical assistance and training they need to achieve system performance measures through a Housing First model;*
14. *Communicate with the public on issues related to homelessness; and*
15. *Designate a Chair for the Funding Advisory Group who will act as the official spokesperson to the public and stakeholders.*

Single Request for Funding Proposal

The purpose of the Single Request for Funding Proposal is to streamline the project application process while encouraging creative program design to respond to homelessness through one or more available funding streams. This process should support the implementation of comprehensive housing programs that include robust supportive services and adhere to shared principles and systems, such as Housing First, Coordinated Entry, and HMIS. Federal and state priorities compound the need to coordinate and align resource allocation in order to maximize impact. Any funds offered by HUD, the State, or the County should be included in the single RFP, such as CoC, ESG, California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program (HEAP), and HHAP. To increase efficiency and reduce the burden to apply, a standard budget template is used regardless of funding source.

With a streamlined funding process in place, the community can expand the outreach process for federal and state funding opportunities to provide the ability for more stakeholders to access these resources. This would require that there is increased information and transparency regarding funding streams, administrators, and award processes. Additionally, the CoC (and Funding Advisory Group if implemented) could offer more comprehensive technical assistance to providers who have not previously sought funding in order to help them overcome administrative and reporting burdens.

Strategy 1.2: Improve Data Collection, Measurement, and Analysis

Stakeholders in San Joaquin County have expressed the need for improved data collection, measurement, and analysis in order to better understand the needs of those facing housing instability and the effectiveness of program interventions. There was strong consensus from stakeholders that the number one priority would be to ensure every entity that is part of the homeless system of care provides data into HMIS.

While there is widespread interest in participating in HMIS, stakeholders indicated that one of the biggest hurdles to effective data collection is the capacity of the agencies serving the homeless population. Many organizations do not have the ability to complete data entry in a timely manner and often the information that is entered into the data system is limited or out of date.

Currently the primary agencies that participate in HMIS are those that provide shelter and housing. Many of the agencies that provide supportive services are not connected into HMIS, or their staff are not sufficiently well trained to use HMIS. Without a robust HMIS system that everyone commits to participating in, which effectively engages and trains all organizations and their staff throughout the region, the ability for the community to respond to the greatest needs will continue to fall short. In order to ensure the system is accountable and all organizational activities are known and tracked, the CoC should ensure that all housing and homelessness organizations actively participate in data entry and quality.

To do so, the CoC should:

- Ensure all housing and homeless programs are trained and participate in HMIS (condition funding on participation);
- Establish HMIS Policies and Procedures with agreed upon definitions, standards for data integrity, and timeliness expectations for data entry;
- Require that participating organizations track individuals returning to homelessness, attend free trainings offered to them, and seek technical assistance when necessary;
- Assess data to drive community action (e.g., measure if outputs meet inputs, effectiveness of interventions);

- Hire dedicated administrative staff to manage the day-to-day operations of HMIS to improve data quality, provide support to partner organizations, and enable real-time data collection;
- Improve ability for agencies/system to capture client exit destinations, including from shelter;
- Increase coordination between mainstream resources and homeless assistance data systems to ensure identification of those eligible for benefits, such as SSI and CalWORKs; and
- Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead.

Opportunities to better coordinate around Veterans' services illustrates ways to enhance the effectiveness of San Joaquin's homeless system of care. Stakeholders expressed a desire for increased coordination between the VA, the CoC, and the community-at-large in order to achieve a functional zero for veteran homelessness. The system as it currently functions is not sufficiently maintained, with client lists that include people who are deceased, unreachable, or ineligible for services. Strategies to consider include:

- ✓ *Use a VA-managed "By-Name" List as the organizing document for housing and serving veterans;*
- ✓ *Expedite, through CES and HMIS, the identification of those eligible for VA programs (which is dependent on discharge status), so that veterans ineligible for VA programs may more readily access CoC and other housing and services;*
- ✓ *Increase coordination with the VA on PIT Count methodology and implementation; and*
- ✓ *Partner with the County Veterans Advisory Commission (VAC) to bridge veterans and services by connecting unhoused veterans with veteran peers in the community.*

Strategy 1.3: Educate and Engage the Community

While homelessness is growing across the State of California, so are the many myths and misconceptions around why people are homeless and the programs and services that work best in solving the problem. Rising costs of housing, combined with wages that do not keep pace, are driving increased rates of homelessness in San Joaquin County and across the State. A deeper understanding of homelessness and its solutions will strengthen community support for critical next steps.

Stakeholders in San Joaquin County have expressed the need for increased engagement and education of the members of the Continuum of Care and the community-at-large. A community that speaks the same language and supports the same mission can collectively address homelessness more efficiently and effectively.

Stakeholders also prioritized a focus on demystifying who is actually living on the street and in shelters. We know that in many communities there is a misconception that the majority of people experiencing homelessness have mental health or substance use disorders. The most common causes of homelessness in many communities, however, are unemployment and unpaid rent. While many people experiencing homelessness do have a disability that creates a barrier to regaining stable housing, the disability is often the result of their homelessness rather than its cause. Only a small percentage of the total number of people experiencing homelessness became homeless because of mental health issues or substance use disorders.

"When you first become homeless, you try your hardest to get your housing back. But then as the weeks go by, it becomes harder and harder. You get buried deeper and deeper. People do not look at you the same. Even a brief respite from living on the street can allow you to recharge – as little as two weeks can be enough to help reset your motivation."

In addition to demystifying who is homeless, there are numerous ways to build a common understanding of the homeless system of care and the strategies to address it.

San Joaquin should prioritize the following:

- Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services);
- Publicize success stories of individuals and strategies;
- Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken;
- Initiate messaging that better explains Housing First that highlights what has worked in San Joaquin and other similar communities;
- Undertake community education to encourage willingness for affordable development in our neighborhoods; and
- Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.

2

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Measure 2.1: **By 2025, 200 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in San Joaquin County (The beds may be in congregate or non-congregate shelter settings, as public health needs dictate).**

Measure 2.2: **By 2025, an additional 200 total rental assistance eviction prevention grants are available.**

Measure 2.3: **The 2025 Point-in-Time Count will show that the number of unsheltered households in San Joaquin County is less than 50% of the 2019 Count.**

Measure 2.4: **More than 50% of households who were housed in Transitional Housing and Rapid Rehousing programs will exit to permanent housing destinations between 2020 and 2025.**

Measure 2.5: **Beginning 2021, the number of people experiencing homelessness for the first time will be reduced by 5% each year, achieving a 20% annual reduction by 2025.**

Measure 2.6: **Annually reduce by 10% the number of households that return to homelessness in 6 months after exiting to permanent housing from a Transitional Housing, Rapid Rehousing, or Permanent Supportive Housing program.**

Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services

Emergency shelters and warming centers provide safe places for people to stay at night and help connect people to services and housing opportunities. When the programs are housing-focused and low-barrier, they are an important part of the system to engage people and help them exit homelessness to permanent housing.

Housing First

The Housing First approach has been extremely successful in reducing the length of time households are homeless, preventing returns to homelessness, and supporting participants' long-term stability and well-being. Research suggests Housing First program participants are 2.5 times more likely to be housed after 18-24 months than other programs.[31]

[31] Baxter AJ, Tweed EJ, Katikireddi SV, et al. Effects of Housing First approaches on health and well-being of adults who are homeless or at risk of homelessness: systematic review and meta-analysis of randomized controlled trials. J Epidemiol Community Health 2019; 73.

Stakeholders in San Joaquin County have expressed the need to expand low-barrier shelter capacity. Current space, hours, structure, and services are insufficient to meet the needs of those facing housing instability, especially in the winter. This has been greatly exacerbated by the COVID-19 health crisis, increasing the need for non-congregate shelter settings. (For more guidance on best practices for non-congregate shelter settings in light of COVID-19, see HUD's "Non-Congregate Approaches to Sheltering for COVID-19 Homeless Response," in the Appendices.)

Members of the community have proposed lowering many barriers to entry that may discourage a household from moving indoors. Some of the barriers and challenges most commonly encountered are: ID requirements; restrictions against pets, possessions, and partners; rules based on sobriety rather than behavior; and curfews or exit times that eliminate education and employment opportunities. These can be life or death decisions.

There is currently only one congregate emergency shelter in the entire county that ascribes to a low-barrier approach, attempting to reduce burdensome requirements. However, clients remain unable to bring pets or store possessions, and must exit each morning. These issues persist in non-congregate settings where pets and many possessions are often not permitted. Moreover, the Stockton Shelter has insufficient capacity to accommodate the demand during each winter throughout the year. This past winter, the City of Stockton and San Joaquin County ensured expanded winter capacity by funding 100 additional beds for four months. However, with thousands of San Joaquin residents living on the streets, in cars, in parks, and by the river, a temporary expansion of 100-beds is insufficient to meet the growing need.

Navigation Centers

New legislation in California defined Navigation Centers as facilities that provide "temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter."[32] *Navigation Centers are "housing-focused" facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. While they help people stay safe from the dangers of living outside, they are also a valuable link to permanent housing, especially for people who have been homeless for an extended period of time and might be reluctant to engage in services.*

Navigation Centers are "housing focused" because they are low-barrier and tailor their services to support the goal of exiting homelessness. They screen-in, rather than screen-out, potential participants with the greatest barriers to housing. They do not require participation in services as a condition of stay. They impose minimal rules and restrictions that focus on behavioral expectations to help ensure client and staff safety, i.e., few rules, not "no rules." They provide flexible access to shelter and services, including extended hours of operation, arrangements for late arrivals, non-restricted mealtimes, and lenient curfew policies They offer CES assessments on-site, voluntary case management, and other supportive services that assist households to create an action plan to help them obtain permanent housing.

In order to improve the community's capacity to respond to the current and ever-growing need for shelter in San Joaquin County, stakeholders should explore the following:

- Expand low-barrier shelter capacity, incorporating Housing First principles to existing emergency shelters, and to any new or expanded congregate or non-congregate shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter) – even consider a Navigation Center when appropriate;
- Standardize policies throughout all shelters, so they are predictable and equitable;
- Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff;
- Obtain city, County, and private investment to support winter shelter capacity; and
- Provide financial support to expand hours of "Night-by-Night" shelters or to secure other 24-hour accommodations in order to provide continuity of care and increased case management support.

[32] California Senate Bill 850 50490.4(a)(4)(A).

Persons with lived experience also highlighted that current policies and service offerings at different shelter sites, dedicated to different subpopulations, were inequitable or misaligned with the needs of residents. Many single adults and adults with partners (with no children) are interested in accessing more supportive services and abiding by behaviorally-based rules – similar to approaches taken in shelters serving households with children – to improve the shelter environment and support exits to permanent housing. With the increased need for non-congregate shelter settings, sufficient supportive services and equitable policies are even more crucial as individuals become more isolated and face new challenges in new environments.

A true low-barrier shelter model is grounded in fair and equitable policies that provide the greatest access to residents, while still prioritizing the protection and safety of staff and other residents.

Shelter residents suggested the following changes:

- Eliminate alcohol and drug testing via invasive practices, instead monitoring conditions based on a behavioral standard;
- Allow partners to live together;
- Allow pets;
- Create smaller, or individual, rooms within shelters to allow people to better manage their health and safety;
- Eliminate restrictive curfews and limited mealtime hours; and
- Improve access to self-care services, like showers and hygiene products.

Strategy 2.2: Invest in Prevention and Diversion

Living without stable housing, even briefly, is a traumatizing experience, and many never recover from the physical, emotional and financial impacts. By diverting households from shelter and preventing imminent homelessness, we can help individuals and families avoid the economic, social, mental, and physical challenges that result from homelessness – often at a much lower cost than it takes to serve people after they lose their housing.

With more and more San Joaquin households spending higher percentages of their income on rent, there are an increasing number of people falling into homelessness. Once somebody has fallen into homelessness, it can be extremely difficult to return to housing.

Prevention

Stakeholders in San Joaquin County have voiced a great need for investment into prevention services that will help struggling households maintain their housing rather than enter the homeless response

system. Prevention services have often been presented as one of the three largest community needs (along with shelter and permanent housing).

Steps to address prevention include:

- Invest in eviction prevention rental assistance funds to pay rental arrears (back rent);
- Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days);
- Increase access to free legal services and assistance (representation greatly increases tenant victories);
- Establish funds to address the gap created by ESG income limitations (30% AMI);
- Fund short-term rental subsidies to increase household housing stability;
- Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays;
- Connect people to mainstream resources and benefits;
- Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases; and
- Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.

Preventing Homelessness by Connecting People to Mainstream Resources

One of the key strategies to prevent homelessness is to maximize services that people are already eligible for, such as CalFresh, CalWORKS, Medi-Cal, Social Security Disability Insurance, and SSI. Communities can also fund dedicated support staff who are experienced at helping connect people to such benefits. In addition, communities can hire staff who can help people access rental assistance, conduct housing searches, and problem-solve collaboratively.

Diversion

Diversion programs provide a variety of interventions to help prevent people from entering shelter. Services are tailored to meet the needs, strengths, and preferences of each client, which ensures that

each person receives the minimum amount of support necessary to regain permanent housing, while conserving limited resources and serving as many people as possible. Diversion programs decrease the likelihood of a household entering a shelter and are less expensive than providing assistance once a household becomes homeless.

Services that support diversion include:

- Limited financial, utility, and/or rental assistance;
- Short-term case management;
- Housing search assistance;
- Credit repair;
- Landlord mediation;
- Tenant and/or financial education;
- Employment assistance; and
- Connection to mainstream benefits and resources.

Strategy 2.3: Improve and Expand Outreach and Engagement

Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep people housed, expand access to low-barrier shelter and services for those living on the street, and increase the availability of affordable permanent housing solutions.

While long-term solutions to homelessness require community-wide investment in permanent housing, housing-focused *services* help people connect to these long-term solutions and address the barriers that keep them from becoming housed. The goal is to help people exit homelessness as soon as possible. Once housed, people can work on the underlying challenges that undermine their stability.

Yet, stakeholders also identified that there is a real lack of information about services and housing opportunities that are available, and that those providing outreach often had difficulty understanding their lived experience. There was a strong desire from those affected by homelessness to have people with lived experience of homelessness provide any outreach services. There was also a strong sense that the efforts to do outreach, while admirable, fall far short of the level of effort needed to reach people. The average outreach attempt in San Joaquin is only two encounters or “touches.” Creating trust and rapport, as anyone can attest to, likely requires more.

Individuals who are formerly or currently homeless continue to raise outreach as an important area in need of improvement. They indicate that few people are effectively made aware of locations where services are located or are made aware of the breadth of services that are available. Clients feel that they are “chasing their own tails,” as they seek out services at one location only to be told that they must travel elsewhere or that they have missed their chance altogether.

- **Outreach by People with Lived Experience:** Like many other communities in California, people experiencing homelessness prefer to work directly with outreach staff who have direct experience with homelessness. As one stakeholder eloquently expressed, outreach staff with experience of homelessness "… don't look down on me. They don't just ask, 'What happened?' It is so important that the wording used by outreach workers is appropriate to the person being approached."
- **Street and Encampment Outreach:** Street and encampment outreach teams meet people where they are to provide connections to services. Many people with extensive histories of homelessness are disconnected from the network of services that could help them return to housing. They often have deep-seated trauma and negative experiences with the safety net system that may make them reluctant to engage with providers. Outreach specialists should be trained to use proven engagement techniques, such as Trauma-Informed- Care, Critical Time Intervention, and Motivational Interviewing, to build trust and help people connect to the services and support they may need to find and keep housing.

Trauma-Informed Care (TIC)

Trauma-Informed Care (TIC) offers a framework for working with people experiencing trauma, including individuals who are homeless. Traumatic experiences can lead to stress and other long-lasting impacts, "interfering with a person's sense of safety, ability to self-regulate, sense of self, perception of control and self-efficacy, and interpersonal relationships,"[33] TIC ensures that service providers adopt an approach to working with people experiencing homelessness by employing some degree of trauma awareness; placing an emphasis on safety; providing opportunities for individuals they work with to rebuild control; and adopting a strengths-based approached (identifying people's skills and helping them to develop coping mechanisms).[34]

Critical Time Intervention (CTI)

Critical Time Intervention (CTI) is a case management model designed specifically to prevent homelessness in people living with mental illness. It is used in a time-limited manner to work with people following discharge from hospitals, shelters, and prisons/jails – situations when it is extremely challenging for people to obtain stable housing and needed supports. Case managers provide emotional and practical support during the transition while also helping individuals develop long-term ties to services, family, and friends.[35]

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[33] *E. Hauper, E. Bausuek, J. Olivet, "Shelter from the Storm: Trauma-Informed Care in Homelessness Services Settings," The Open Health Services and Policy Journal, 2009.*
[34] *ibid*
[35] *Critical Time Intervention: Preventing Homelessness in the Transition from Institution to Community, criticaltime.org. Available at https://www.criticaltime.org/wp-content/uploads/2009/04/cti-handout4.pdf*

Motivational Interviewing (MI)

Motivational Interviewing (MI) is a client-centered, evidence-based approach used by direct service providers working with people experiencing homelessness. It focuses on allowing individuals to direct their own path toward the change they seek, rather than trying to convince them of what they need to do. The provider builds trust, listens, and then acts as a guide to help the client to identify their own personal next steps.[36]

Stakeholders in San Joaquin County have also highlighted the need for expanded outreach to households living in places not meant for habitability (e.g. street/car). Current partnerships between entities such as Law Enforcement and Behavioral Health have already resulted in increased engagement and connections to housing and services. Examples of current efforts include the establishment of a Community Liaison in Lodi and the implementation of the Stockton Law Enforcement Assisted Diversion (LEAD) Program.

Much more can be done, however, to increase not only the capacity, but also the effectiveness of street outreach.

Additional activities to pursue:

- Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services;
- Increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served;
- Increase prevalence of locations (e.g. shelters, community centers) for "warm handoffs" from law enforcement/other sectors to service providers;
- Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs;
- Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts; and
- Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams).

[36] *Spotlight on PATH Practices and Programs: Motivational Interviewing, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. (2010).*

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing Solutions

Measure 3.1: **By 2025, 100 new rapid rehousing opportunities are available, and 200 new permanent supportive housing units are built or rehabilitated or in the pipeline (with at least 100 built or rehabilitated by 2024), for people experiencing homelessness in San Joaquin County.**

Measure 3.2: **Veteran homelessness reaches functional zero by the 2025 Point-In-Time Count.**

Measure 3.3: **The County and its 4 largest cities initiated at least 1 new pilot project to test efficacy of non-conventional housing options, including shared or modular housing.**

Measure 3.4: **The County and its 4 largest cities created or adopted 1 new policy that waives fees, increases density, or changes zoning laws to facilitate new and affordable housing construction or rehabilitation.**

Measure 3.5: **HMIS collects the time between assessment for services and placement into a transitional or permanent housing program.**

Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families

Permanent housing programs, such as Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH), are well-established as some of the most cost-effective and successful strategies to address homelessness.

These programs provide subsidized housing, combined with the supportive services the household needs to retain that housing and attain long-term stability. Services can include case management; connections to employment and public benefits; and medical, mental health, and substance use treatment. The programs tailor services to the unique needs of each household and successfully support many San Joaquin County residents each year to permanently exit homelessness and regain self-sufficiency.

"The rent is way too high. Most Stockton rentals require two to three times the rental amount. In addition, there are virtually no low-income rentals available near the businesses that are actually hiring."

Shared Housing

Shared housing is a living arrangement between two unrelated people who choose to live together to take advantage of the mutual benefits it offers. Families, students, young adults, and seniors have been using this arrangement for generations. It is now recognized as a viable option for people exiting homelessness.

Shared housing allows single adults to agree to live together for both economic reasons and for social support. It is usually a situation where rent and utilities are shared between two or more people. There are different models, including entire apartment buildings or homes structured as shared housing, some with shared common areas such as kitchens and living rooms, while others are private residences with landlords. Still others might be run by County agencies. In the context of serving people at risk of or experiencing homelessness, often shared housing pairs permanent housing with supportive services.

Stakeholders in San Joaquin County have overwhelmingly voiced the need for investment into the creation, rehabilitation, and expansion of affordable housing options. Ultimately, without a pathway to housing, many households experiencing homelessness will continue to face instability, experience trauma, and remain on the street. The following strategies should be explored:

- Master lease, lease to own, or convert existing lodging in the community (e.g., motels/hotels);
- Rehabilitate vacant or underutilized properties (government or privately owned);
- Pursue a dedicated source of funding for a permanent housing trust fund that would accelerate development for affordable housing and homelessness projects;
- Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects;
- Establish homeless unit set-asides in affordable non-homeless projects/developments;
- Preserve and invest in housing dedicated to seniors given they make up 25% of homeless population;

- Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent;
- Advocate for the establishment of an inclusionary zoning policy requiring at least 20% of units to be affordable in new developments;
- Support and encourage creative housing production solutions (e.g., modular, manufactured);
- Advocate for affordable housing projects to be expedited;
- Waive permitting fees for Extremely Low-Income (ELI) housing construction;
- Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households;
- Encourage the evaluation of and modification of zoning laws that unnecessarily restrict the development of affordable housing; and
- Increase case management services to ensure special subpopulations stay housed.

Social Housing

"Social housing[37] is a public option for housing. Typically, it is rental housing provided below market rates. Rents are charged according to either real costs-based or income-based formulas. Social housing is permanently off the private market: in some cases, it can be owned and operated by municipal governments or nonprofit housing providers. In other cases, as with limited-equity cooperatives, land trusts or mutual housing associations, residents may own a stake in their homes at subsidized rates, and they cannot sell them for exorbitant profit. Social units should be primarily new construction on infill or previously non-residential or unaffordable sites, particularly in supply-constrained cities and regions where sprawl encourages high rates of car use, as well as in areas that lack a substantial stock of existing public housing. While new construction is essential to realizing this vision, it must not raze existing communities in the name of new development."

[37] https://homesguarantee.com/wp-content/uploads/Homes-Guarantee-_-Briefing-Book.pdf

Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives

Individuals experiencing homelessness report that landlords frequently require triple the amount of rent at move-in or three times rent as monthly income; even with a housing voucher this cannot be overcome.

Many communities – even those in high cost rental markets – are highly successful in working with landlords and property managers to identify units for people exiting homelessness. Building relationships, including understanding and addressing landlords' concerns, is key.

Stakeholders have recognized that local landlords are key partners in responding to homelessness. Identifying, engaging, and incentivizing landlords is a critical goal for San Joaquin, given a large portion of permanent housing is secured from market rate landlords only in scattered-site models.

Affirmative actions that can be taken include:

- Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring;
- Invest in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing;
- Educate landlords about laws against discriminating against applicants based on source of income;
- Incentivize absent landlords to sell or develop properties;
- Offer mediation services for landlord-tenant conflicts;
- Provide assistance for clients in need of credit repair;
- Engage homeowners who have spare rooms or ADUs on site to become landlords;
- Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits);
- Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)

- Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history.

Accessory Dwelling Units

Accessory Dwelling Units (ADUs) are small secondary housing units located on the same grounds as a primary home. They include units such as a basement apartment, a garage apartment, or a stand-alone "tiny home" on the same property as a single-family residence. Sometimes known as in-law units or backyard cottages, they have become increasingly more sought after as one way to help resolve the housing crisis because they are a more affordable option for adding much-needed housing in California. They are legally part of the same property as the main home. Over the past 2-3 years, California enacted new policies to allow homeowners to more readily build ADUs as one of many ways to help solving the housing crisis.

Strategy 3.3: Expand Case Management, Employment, and Supportive Services

Many people experiencing homelessness in San Joaquin have been homeless for an extended period of time. These individuals are often disconnected from the resources they need to exit homelessness and achieve stability. Supporting people with extensive histories of homelessness and related trauma requires significant time to connect with people and build trust.

Moreover, while some were disabled prior to losing their housing, many others acquired their disability as a result of living on the streets or without stable housing – an experience that is extremely dangerous and traumatic. To return to, and maintain, housing successfully, individuals experiencing homelessness often require ongoing treatment and support – both before and after they are housed.

Nonprofits, community groups, and County agencies provide a variety of services that can help people exit homelessness and stay housed permanently. Programs such as mental health treatment, employment and job training, health care, and substance use recovery can meaningfully help people attain greater stability.

While some of these programs are dedicated to people experiencing homelessness, others are resources available to everyone in the community. Ensuring that these programs are available and accessible for people experiencing homelessness allows the community to get the most out of its existing resources.

Stakeholders in San Joaquin County have expressed the need for supportive services at every level of the homeless response system. Case management and employment/education services are critical elements to ensuring housing stability for those living on the street, in shelter, and in permanent housing. San Joaquin should consider the following:

- New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County);
- Services should adhere to a "Housing First" model (low-barrier, client-centered, voluntary);
- Set aside a portion of any supportive services funds for "aftercare" (services after financial support ends);
- Negotiate and/or lobby for case management to become reimbursable under Medi-Cal;
- Case Management should be "housing-focused" (housing stability drives all participant goals and plans); and
- Engage the business community to create internship, apprenticeship, employment, and grant opportunities.

"When I first came to Stockton Shelter, I knew all about St. Mary's Dining Room. I began volunteering and then found my way to Social Services where I found help with housing, counseling, and mental health. Now I volunteer and have a leadership role in one of the programs. The shelter program has helped me stay clean and sober."

While San Joaquin County works to build a robust and responsive system of care with sufficient low-barrier shelter capacity and affordable permanent housing options – all of which are critical to ending homelessness – few can pull themselves up alone. Supportive services are a critical element to ensuring every household can find and keep a safe home in which to thrive.

CONCLUSION

Call to Action

The San Joaquin community faces two pandemics: one well-known, one novel, both devastating. Homelessness is not new. It is more and more present in San Joaquin. Those who had found new homes are increasingly returning to homelessness, while those who have never faced the prospect of living on the street are increasingly confronting this reality. This reality has been further exacerbated by the arrival of COVID-19.

However, this convergence has created opportunity. There is an unknown and uncertain future, but the federal and state governments are paying attention. They are creating new funding streams, permitting flexibility, and encouraging creative solutions to resolve widespread housing instability. San Joaquin must come together at this critical juncture with increased local investment and political will.

The San Joaquin Community Response to Homelessness was developed to serve as the touchstone for the Continuum of Care, County, and cities within, to ensure evidenced-based and community-developed strategies guide San Joaquin's immediate and future actions. By committing to increased coordination, data collection, community education, and local funding, San Joaquin's unhoused citizens will be afforded a critical safety net that prioritizes the most vulnerable, removes unnecessary barriers to entry, and offers comprehensive supportive services.

The Implementation Addendum included as an appendix to this strategic plan provides a road map of activities, action steps, responsible parties, and key stakeholders to implement this shared vision.

APPENDICES

IMPLEMENTATION ADDENDUM

Goal 1: Establish a Coordinated and Engaged Regional System of Care

Activity	Steps	Responsible Parties	Stakeholders
Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the countywide Homeless System of Care	***Strengthen Coordinated Entry System*** *Year 1:* • *Hire consultant to assist CoC Board with operating plan for Coordinated Entry System* • *Finalize system design and policies and procedures* • *Conduct onboarding and training* • *Determine access points* • *Establish key organizations, ensuring full geographic coverage* • *Survey end users* • *Set up HMIS to support system* *Years 2-5:* • *Rollout system with selected providers* • *System in place and tracking metrics* • *Evaluate VI-SPDAT*	*Coordinated Entry System Committee* *CoC Board*	*End users of CES*

	Establish Countywide Priorities, Design a Shared Process Around Funding *Year 1:* • *CoC Board sends approved plan to all jurisdictions to request voting bodies to adopt* • *CoC Board review of current committee structure to ensure it aligns with strategic plan goals; assignment of committees as responsible parties* • *Jurisdictions adopt strategic plan, align investment of resources* ○ *Identify action steps for each of the local jurisdictions, what their role should be as they move to support implementation* • *Design advisory board responsible for coordinating and prioritizing use of federal, state and local funding* *Years 2-5:* • *Annual review of Strategic Plan by CoC Board* • *Annual report of progress produced and distributed by CoC Board* • *Annual CoC Board training* • *Launch advisory board with participation by all jurisdictions* • *Design common RFP mechanism* • *Offer TA to providers to establish new project pipeline*	*CoC Board* *County* *Cities*	*Providers* *CoC*
Strategy 1.2: Improve Data Collection, Measurement, and Analysis	*Year 1:* • *Ensure all housing & homeless programs are trained and participate in HMIS (condition funding on participation)* • *Demonstrate the utility of data collection to achieve buy-in from participating organizations to track individuals returning to homelessness, take advantage of free trainings offered to them, obtain technical assistance when necessary, etc., free licenses – goal is 100% participation* • *Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead* • *Evaluate opportunities to streamline/expand data entry through partnerships that have emerged from COVID-19 response efforts*	*CoC Board* *HMIS Lead Agency*	*End Users* *HMIS Lead* *Data Cmte* *Mainstream providers*

	Years 2-5: • *Assess data to drive community action (e.g. measure if outputs meet inputs, effectiveness of interventions) (ongoing)* • *Hire dedicated administrative staff to manage the day-to-day operations of the HMIS to improve data quality, provide support to partner organizations, and to enable real-time data collection* • *Improve ability for agencies/system to capture client exit destinations* • *Increase coordination between mainstream benefits and homeless assistance data systems to ensure identification of those eligible for SSI, CalWORKs, etc.*		
Strategy 1.3: Educate and Engage the Community	*Year 1:* • *Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services)* • *Identify funding to support public education* • *Establish lead entity for engagement and education efforts; engage wide array of partners, including jurisdictions, to participate on Education Cmte* • *Identify costs of homelessness vs. cost savings through best practices* *Years 2-5:* • *Publicize success stories of individuals and strategies, including trauma-informed care, prevention, and cultural awareness* • *Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken* • *Initiate messaging that better explains Housing First and that highlights what has worked in San Joaquin and other similar communities* • *Undertake community education to encourage willingness for affordable development in our neighborhoods; and* • *Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.*	*CoC Board* *Education Cmte* *City of Stockton* *San Joaquin Fair Housing*	*CBOs* *Business Community* *Youth* *Reinvent Stockton* *ACES* *HMIS Lead* *Office of Ed., School Districts, Cmty. Colleges*

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Activity	Steps	Responsible Parties	Stakeholders
Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services	***Invest in Expansion of Shelter Capacity*** *Year 1:* • *Obtain city, County, and private investment to maintain existing capacity of programs* • *Identify needs and develop plan for population-specific low barrier shelters (e.g., single women)* • *Identify and engage private sector partners (e.g., join business community meetings)* • *Provide financial support to expand hours of "Night-by-Night" shelters (ideally for 24 hours) in order to provide continuity of care and increased case management support* • *Consider impact of COVID-19 and tailor shelter strategies as appropriate* *Years 2-5:* • *County Human and Behavioral Health are fully integrated into major shelters, providing essential wrap around services* • *Expand low-barrier shelter capacity, incorporating Housing First principles to existing shelters, and to any new or expanded shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter)* • *Identify location, scope of services, and sustainability plan for Navigation Center* • *Identify and engage additional shelter providers for expansion*	*County* *Cities* *Shelter providers* *Funding Advisory Board*	*Business community* *Allied CBOs* *People with lived experience* *Law enforcement* *Hospitals*
	Standardize Low-Barrier Shelter Policies *Year 1:* • *Provide best practices, guidance, and consistent definition of terms to support standardization of policies throughout all shelters, in promotion of equity* *Years 2-5:* • *Provide technical assistance to higher barrier shelters and sober living environments to revise policies in alignment with low-barrier approaches*	*CoC Board*	*Shelter providers* *Allied CBOs*

	Strengthen Housing-Focused Case Management *Year 1:* • *Assess staffing capacity of shelters, identify needs* *Years 2-5:* • *Identify permanent funding streams to support ongoing staffing needs* • *Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff*	*County* *Cities* *Shelter providers* *Funding Advisory Board*	*Business community* *Allied CBOs* *People with lived experience*
Strategy 2:2: Invest in Prevention	*Year 1:* • *Invest in eviction prevention rental assistance funds to pay rental arrears (back rent);* • *Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days)* • *Increase access to free legal services and assistance (representation greatly increases tenant victories); leverage available eviction data to inform strategies and make the case for funding* • *Develop toolkit to educate partners about available resources (including school districts)* • *Evaluate effectiveness and impact of COVID-specific strategies and funding that should be replicated or maintained longer term* *Years 2-5:* • *Establish funds to address the gap created by ESG income limitations (30% AMI)* • *Fund short-term rental subsidies to increase household housing stability* • *Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays* • *Connect people to mainstream resources and benefits (e.g., going upstream to develop systems of support to school districts, looking at poverty, low literacy, homelessness, etc.)*	*County* *Cities* *Education Cmte* *Funding Advisory Board*	*CBOs* *Property owners* *Tenants* *CVLI* *Housing Authority* *Banks* *CPF* *Legal services* *Schools* *Business Community*

	• *Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases* • *Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.* • *Evaluate needs of subpopulations, including transition age youth*		
Strategy 2.3: Improve and Expand Outreach and Engagement	*Year 1:* • *Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services* • *Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs* • *Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts* • *Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams)* *Years 2-5:* • *Reduce barriers to hiring to increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served* • *Increase prevalence of locations (e.g. shelters, community centers) for "warm handoffs" from law enforcement/other sectors to service providers* • *Break down silos between outreach teams and case management* • *Implement trainings on best practices for teams, including trauma-informed care, critical time intervention, motivational interviewing, and use of technology*	*CoC Board* *County* *Cities* *Education Cmte*	*Outreach teams* *CBOs* *FBOs* *Police Depts* *Behavioral Health*

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing Solutions

Activity	Steps	Responsible Parties	Stakeholders
Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families	*Year 1:* • *Master lease, lease to own, or create agreements with existing lodging in the community (e.g. motels) to create Permanent Supportive Housing* • *Evaluate and modify codes and zoning laws at City and County levels that unnecessarily restrict the development of high-density affordable housing* • *Develop a list of vacant or underutilized properties to target for development (government or privately owned)* • *Establish homeless unit set-asides in affordable non-homeless projects/developments* *Years 2-5:* • *Rehabilitate vacant or underutilized properties* • *Assess complementary agencies to support affordable housing (e.g., transit, parks, food)* • *Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects (Housing Trust Fund)* • *Develop Affordable Housing Strategic Plans for all jurisdictions* • *Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent* • *Advocate for inclusionary zoning policy requiring at least 20% of units to be affordable in new developments* • *Support and encourage creative housing production solutions (e.g., modular, manufactured)* • *Advocate for expedited affordable housing projects*	*CoC Board* *County* *Cities*	*Developers* *Municipal staff* *Community Foundation* *Funders*

	• *Advocate for permitting fees for Extremely Low-Income (ELI) housing construction* • *Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households* • *Increase case management services to ensure special subpopulations stay housed*		
Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives	*Year 1:* • *Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits)* • *Advocate for investment in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing* *Years 2-5:* • *Secure local funds for prevention and incentives* • *Engage a long-term contracted service provider to staff housing navigation support* • *Share Stockton's off-the-shelf ADU plans with fellow cities* • *Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring* • *Educate landlords about laws against discriminating against applicants based on source of income* • *Incentivize absent landlords to sell or develop properties* • *Offer mediation services for landlord-tenant conflicts* • *Provide assistance for clients in need of credit repair* • *Engage homeowners who have spare rooms or ADUs on site to become landlords*	*CoC Board* *County* *Cities* *Funding Advisory Board*	*CBOs* *Developers* *Property owners*

	• *Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)* • *Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history*		
Strategy 3.3: Expand Case Management, Employment, and Supportive Services	*Year 1:* • *Engage the business community to create internship, apprenticeship, employment, and grant opportunities* • *Educate providers about benefits of "Housing First" model (low-barrier, client-centered, voluntary)* • *Host "conference" to expand education about housing-focused case management services to broader audience* *Years 2-5:* • *Evaluate population-specific case management needs* • *New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County)* • *Maximize and institutionalize local match to secure highest amount of state and federal funding to support service needs* • *Set aside a portion of any supportive services funds for "aftercare" (services after financial support ends)* • *Negotiate and/or lobby for case management to become reimbursable under Medi-Cal* • *Case Management should be "housing-focused" (housing stability drives all participant goals and plans)*	*CoC Board* *Funding Advisory Board*	*CBOs* *Worknet* *CalWorks* *Business Community and Assns.* *Chambers of Commerce* *County* *Cities* *Office of Ed.*

NON-CONGREGATE APPROACHES FOR COVID-19 RESPONSE

NON-CONGREGATE APPROACHES TO SHELTERING FOR COVID-19 HOMELESS RESPONSE

Continuums of Care considering non-congregate approaches to sheltering people who are homeless that are symptomatic or in high risk categories, such as seniors or people with chronic illness, should consider the following guidance when designing local approaches. Coordination with public health partners is essential in design, resource investment and staffing considerations.

PLACEMENT: *Comprehensive screening and triage in place to refer to site and prioritize placement*

	Best Practice Approach: Private Individual Rooms	**Better Approach:** Individual Rooms/Semi-Private Spaces	**Good Approach:** Shared Spaces
Target Population	☐ Individuals who are symptomatic after screening at shelter has been implemented ☐ Individuals who are pending testing or are close contacts of confirmed cases ☐ Individuals who are high risk[i] with or without symptoms ☐ Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized	☐ Individuals who are symptomatic after screening at shelter has been implemented ☐ Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive	☐ Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive ☐ Individuals who are asymptomatic after screening at shelter has been implemented as long as all individuals in the space are asymptomatic.
Set-up	☐ Individual bedroom (walls on all sides and a door) ☐ Individual bathroom ☐ Individual HCV ☐ Personal cleaning supplies for an ill person's room and bathroom	☐ Individual bedroom (walls on all sides and a door) ☐ If no existing walls, makeshift walls that are floor to ceiling should be created to create 6ft separation ☐ Limited shared bathroom with cleaning regiment ☐ Bathroom should be cleaned and disinfected after each use by an ill person ☐ Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible.	☐ Shared bedroom spaces with 6ft separation ☐ Makeshift walls that are floor to ceiling (if feasible) should be created ☐ Arrange all sleeping areas (including beds/cots) so that individuals are separated by putting a minimum of 6 feet between individual sleeping surfaces to prevent the spread of infections. ☐ Shared bathroom ☐ Bathroom should be cleaned and disinfected after each use by an ill person ☐ Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible.
Staffing	☐ Onsite healthcare ☐ Transportation plan for closest hospital transport ☐ Staff shifts and crew configuration ☐ Cleaning schedules ☐ PPE available for staff ☐ Non-Congregate site management staff ☐ Case management staff ☐ Security	☐ Identifying dedicated staff to care for COVID-19 patients. ☐ Telehealth options ☐ PPE available for staff ☐ Non-Congregate site management staff ☐ Security	☐ Identifying dedicated staff to care for COVID-19 patients. ☐ Telehealth options ☐ PPE available for staff ☐ Non-Congregate site management staff ☐ Security

[i] Center for Disease Control: Corona Virus 2019 (COVID 19) *Are you at higher risk for severe illness?* https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html

This resource is prepared by technical assistance providers and intended only to provide guidance. The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL SUPPORTING
SAN JOAQUIN COMMUNITY RESPONSE TO
HOMELESSNESS – 2020 SAN JOAQUIN STRATEGIC PLAN

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WHEREAS, in October 2019, the City of Stockton and San Joaquin Continuum of Care (SJCoC) began work on a regional homeless strategic plan through the assistance of a consultant, Homebase, called the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Plan); and

WHEREAS, on December 4, 2019, Homebase hosted an all-day "summit" attended by over 140 stakeholders from throughout San Joaquin County to survey attendees, facilitate discussion, and seek feedback on key aspects of the draft plan; and

WHEREAS, between January 1 and May 30, 2020, Homebase facilitated several meetings of the SJCoC Strategic Planning Committee and key stakeholders, including the City of Lodi, to finalize the document for presentation to the SJCoC Board of Directors; and

WHEREAS, on May 26, 2020, the Strategic Planning Committee of the SJCoC forwarded the final draft to the SJCoC Board of Directors with a recommendation to adopt; the plan was adopted unanimously at the following meeting on June 11, 2020; and

WHEREAS, the strategic plan delineates three broad goals to address homelessness, along with three strategies to achieve each goal and a five-year implementation plan with specific guidance on responsible parties, stakeholders, and funding opportunities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby support the final Plan.

Dated: October 7, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk