



LODI CITY COUNCIL
Carnegie Forum
 305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 6, 2008
Time: Closed Session 5:45 p.m.
 Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Jose Nava against City of Lodi Based on Personal Injury
- b) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976
- c) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Coldani v. Hamm, dba Lima Ranch/Dairy, (Case No. 07-CV-00660-RRB-EFB) against City of Lodi

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. Invocation – Ken Owen, Christian Community Concerns

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations – None
- D-3 Presentations
 - a) Presentation of Certificate of Recognition to Sam Huffman for His Heroic Live-Saving Efforts on May 10, 2008
 - b) Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

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

- E-1 Receive Register of Claims in the Amount of \$16,079,776.60 (FIN)
- E-2 Approve Minutes (CLK)
 - a) July 2, 2008 (Regular Meeting)
 - b) July 15, 2008 (Shirtsleeve Session)
 - c) July 22, 2008 (Shirtsleeve Session)
 - d) July 29, 2008 (Shirtsleeve Session)

- E-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane (PW)
- E-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Phase 1 Remodel Project (PW)
- Res. E-5 Adopt Resolution Awarding Contracts for Heating, Ventilation, and Air Conditioning Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville (\$181,154), and to Joseph H. Schauf Company, of Campbell (\$71,157) (PW)
- E-6 Approve Plans and Specifications and Authorize Advertisement for Bids for School Street and Spruce Street Wastewater Pipe Improvement Project (PW)
- E-7 Approve Request for Proposal for Power Systems Studies on the Existing 12kV Electric Distribution Systems, Four Substations, and 60kV Transmission Lines (EUD)
- Res. E-8 Adopt Resolution Approving the Purchase of 2008 Ford F550 and Utility Bed Using State Contract No. 1-08-23-20 for Replacement of Vehicle No. 04-070 (\$53,850) (PW)
- Res. E-9 Adopt Resolution Authorizing the Purchase of Process Chemical Sodium Hydroxide for White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Santa Fe Springs, CA (\$89,250) (PW)
- Res. E-10 Adopt Resolution Awarding the Contract for Site Improvements at Lodi Lake Park, 1101 West Turner Road to AM Stephens Construction Company, Inc., of Lodi (\$338,250.35) (PR)
- Res. E-11 Adopt Resolution Accepting Improvements at 350 North Guild Avenue (PW)
- Res. E-12 Adopt Resolution Authorizing Additional Task Order for West Yost & Associates to Implement and Prepare Land Discharge Organic Loading Study Required by the City's Wastewater Discharge Permit and Appropriating Funds (\$319,000) (PW)
- Res. E-13 Adopt Resolution Authorizing Additional Task Orders with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$175,000) (PW)
- E-14 Approve Amendment Extending Term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement (PW)
- Res. E-15 Adopt Resolution Authorizing the City Manager to Negotiate and Execute a Cooperative Agreement with San Joaquin Council of Governments for East Lodi Avenue Improvement Project (\$120,000) (PW)
- Res. E-16 Authorize the City Manager to Enter into a Contract with: 1) PBS&J to Provide Planning Services and Prepare an Environmental Impact Report; and 2) PMC, Inc., to Provide Project Management Services for a Proposed Sutter Gould Medical Facility at West Lane and Harney Lane to be Reimbursed by Applicant (CD)
- Res. E-17 Adopt Resolution Approving Side Letter Amending the 2006-2008 Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (General Services Unit) (CM)
- E-18 Receive Information Regarding New Meeting Day for the Site Plan & Architectural Review Committee (CD)
- Res. E-19 Adopt Resolution Authorizing the City Manager and Electric Utility Director to Issue Request for Bids, Determine the Best Bid and Execute a Contract for a 25 Megawatt Baseload Power Purchase for the Period of July 2010 through March 2012 at a Cost Not to Exceed \$79 per Megawatt Hour (EUD)

F. Comments by the Public on Non-Agenda Items

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

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

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

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

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

I. Public Hearings – None

J. Communications

J-1 Claims Filed Against the City of Lodi – None

J-2 Appointments

a) Appointment to the Greater Lodi Area Youth Commission (Student Appointee): Kasey Ota (CLK)

J-3 Miscellaneous – None

K. Regular Calendar

Res. K-1 Adopt Resolution Opposing State Budget Decisions that Would "Borrow" Local Government and Transportation Funds (CM)

Res. K-2 Adopt Resolution Approving City of Lodi Cost Share for Lower San Joaquin River Feasibility Study, Authorizing the City Manager to Execute Cost-Share Agreements, and Appropriating Funds (\$17,731) (PW)

Res. K-3 Adopt Resolution to Implement the Storm Water Development Standard Plans as Required by the State Water Resources Control Board and Set Inspection Fee for Post Construction Best Management Practices as Required in the Standards (PW)

Res. K-4 Adopt Resolution Authorizing the City Manager to Execute Master Agreement and Task Order No. 1 of Water Utility Financial Planning, Rate Setting, and Meter Installation Program to The Reed Group, Inc., of Sacramento (\$114,670) and Appropriating Funds (\$125,000) (PW)

Ord. (Introduce) K-5 Introduce Ordinance Amending Lodi Municipal Code Chapter 13.16 – Solid Waste – by Repealing and Reenacting Section 13.16.010, "Definitions" (PW)

K-6 Approve Six-Month Budget for PCE/TCE Related Litigation Case (CA)

K-7 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$56,978.56) (CA)

L. Ordinances – None

M. Adjournment

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

Randi Johl, City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificate of Recognition to Sam Huffman for His Heroic Live-Saving Efforts on May 10, 2008

MEETING DATE: August 6, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Mounce present Certificate of Recognition to Sam Huffman for his heroic live-saving efforts on May 10, 2008.

BACKGROUND INFORMATION: On May 10, 2008, Lodi resident Sam Huffman bravely put himself in harm's way in order to save Marguerite Jones, whose wheelchair wheel had become stuck on the train tracks on Locust Street. Mr. Huffman jumped from his pickup truck, ran in front of an oncoming train, and carried Ms. Jones to safety with the train missing them by three feet. Mr. Huffman went above and beyond to help someone in need, and Mayor Mounce will present him with a certificate in recognition of his heroism.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

MEETING DATE: August 6, 2008

PREPARED BY: City Manager

RECOMMENDED ACTION: Mayor Mounce present Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

BACKGROUND INFORMATION: The City of Lodi has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

The award represents a significant achievement by the government and its management. It reflects the commitment of the governing body and staff to meeting the highest principles of financial reporting. The award program was instituted to encourage all government units to prepare and publish an easily readable and understandable comprehensive annual financial report covering all funds and financial transactions of the government during the fiscal year. In order to receive the award, the entity had to satisfy nationally recognized guidelines for effective presentation of financial information.

When a Certificate of Achievement for Excellence in Financial Reporting award is granted to an entity, a Certificate of Recognition is also presented to the individuals designated as being primarily responsible for its having achieved the award. This Certificate of Recognition is being presented to:

Ruby R. Paiste, Financial Services Manager
Cory Wadlow, Supervising Accountant
Lourdes "Odette" Bondoc, Accountant II

FISCAL IMPACT: None.

FUNDING AVAILABLE: N/A

Blair King
City Manager

BK/jmp

APPROVED: _____

Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims Dated July 3, 2008, July 10, 2008 and July 17, 2008 in the Total Amount of \$16,079,776.60

MEETING DATE: August 6, 2008

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$16,079,776.60.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$16,079,776.60 dated 07/03/08, 07/10/08 and 07/17/08. Also attached is Payroll in the amount of \$2,564,996.56.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

As of Thursday	Fund	Name	Amount
07/03/08	00100	General Fund	819,683.70
	00130	Redevelopment Agency	2,656.75
	00160	Electric Utility Fund	10,430,580.21
	00161	Utility Outlay Reserve Fund	27.48
	00164	Public Benefits Fund	28,580.82
	00170	Waste Water Utility Fund	29,963.63
	00180	Water Utility Fund	18,564.20
	00181	Water Utility-Capital Outlay	468.07
	00210	Library Fund	4,275.74
	00230	Asset Seizure Fund	429.93
	00260	Internal Service/Equip Maint	17,342.45
	00270	Employee Benefits	12,627.13
	00310	Worker's Comp Insurance	38,932.77
	00321	Gas Tax	29,192.96
	00325	Measure K Funds	384,706.87
	00327	IMF(Local) Streets Facilities	18,804.08
	00340	Comm Dev Special Rev Fund	10,625.68
	00501	Lcr Assessment 95-1	1,429.68
	01212	Parks & Rec Capital	623.87
	01241	LTF-Pedestrian/Bike	450.00
	01250	Dial-a-Ride/Transportation	7,127.55
	01410	Expendable Trust	2,350.00
Sum			11,859,443.57
	00184	Water PCE-TCE-Settlements	13,068.97
Sum			13,068.97
Total for Week			
Sum			11,872,512.54

Accounts Payable
Council Report

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As of Thursday	Fund	Name	Amount
07/10/08	00100	General Fund	402,514.63
	00120	Vehicle Replacement Fund	7,768.78
	00130	Redevelopment Agency	216.50
	00160	Electric Utility Fund	18,721.25
	00161	Utility Outlay Reserve Fund	639.67
	00164	Public Benefits Fund	7,169.89
	00166	Solar Surcharge Fund	49,532.00
	00170	Waste Water Utility Fund	3,232.71
	00172	Waste Water Capital Reserve	1,493,990.00
	00180	Water Utility Fund	552,715.71
	00181	Water Utility-Capital Outlay	95.08
	00210	Library Fund	5,027.74
	00260	Internal Service/Equip Maint	16,415.53
	00270	Employee Benefits	399,489.55
	00321	Gas Tax	21,570.79
	00340	Comm Dev Special Rev Fund	263.47
	01211	Capital Outlay/General Fund	383.00
	01212	Parks & Rec Capital	581.10
	01250	Dial-a-Ride/Transportation	138,049.43
	01410	Expendable Trust	36,785.96

Sum			3,155,162.79
	00190	Central Plume	9,949.83
	00191	Southern Plume	865.67
	00193	Northern Plume	865.68
	00194	South Central Western Plume	865.68

Sum			12,546.86

Total for Week			
Sum			3,167,709.65

Accounts Payable
Council Report

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As of Thursday	Fund	Name	Amount
07/17/08	00100	General Fund	389,548.65
	00120	Vehicle Replacement Fund	8,404.86
	00130	Redevelopment Agency	65,049.06
	00160	Electric Utility Fund	34,314.52
	00161	Utility Outlay Reserve Fund	108,610.95
	00164	Public Benefits Fund	2,887.88
	00170	Waste Water Utility Fund	17,195.12
	00172	Waste Water Capital Reserve	2,988.71
	00180	Water Utility Fund	30,395.70
	00181	Water Utility-Capital Outlay	290.46
	00210	Library Fund	5,734.86
	00234	Local Law Enforce Block Grant	177.60
	00235	LPD-Public Safety Prog AB 1913	50.13
	00260	Internal Service/Equip Maint	37,998.09
	00270	Employee Benefits	2,748.29
	00300	General Liabilities	1,097.90
	00321	Gas Tax	16,524.98
	00340	Comm Dev Special Rev Fund	2,357.70
	00345	Community Center	719.13
	00346	Parks & Recreation	887.70
	01212	Parks & Rec Capital	332.07
	01214	Arts in Public Places	59,000.00
	01218	IMF General Facilities-Adm	19,748.20
	01250	Dial-a-Ride/Transportation	107,782.58
	01410	Expendable Trust	10,222.84
Sum			925,067.98
	00184	Water PCE-TCE-Settlements	93,819.87
	00190	Central Plume	20,666.56
Sum			114,486.43
Total for Week			1,039,554.41
Sum			1,039,554.41

Council Report for Payroll

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Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	06/29/08	00100	General Fund	866,847.56
		00160	Electric Utility Fund	166,758.43
		00164	Public Benefits Fund	5,388.93
		00170	Waste Water Utility Fund	91,846.74
		00180	Water Utility Fund	1,747.53
		00210	Library Fund	33,947.61
		00235	LPD-Public Safety Prog AB 1913	4,629.97
		00260	Internal Service/Equip Maint	20,068.21
		00321	Gas Tax	53,759.04
		00340	Comm Dev Special Rev Fund	30,798.22
		01250	Dial-a-Ride/Transportation	3,270.29
Pay Period Total:				
Sum				1,279,062.53
	07/13/08	00100	General Fund	850,457.60
		00160	Electric Utility Fund	153,064.69
		00164	Public Benefits Fund	5,388.93
		00170	Waste Water Utility Fund	93,235.10
		00180	Water Utility Fund	1,794.50
		00210	Library Fund	33,237.55
		00235	LPD-Public Safety Prog AB 1913	4,431.60
		00260	Internal Service/Equip Maint	21,240.73
		00321	Gas Tax	55,617.78
		00340	Comm Dev Special Rev Fund	31,992.22
		00345	Community Center	17,242.67
		00346	Parks & Recreation	14,960.37
		01250	Dial-a-Ride/Transportation	3,270.29
Pay Period Total:				
Sum				1,285,934.03



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) July 2, 2008 (Regular Meeting)
b) July 15, 2008 (Shirtsleeve Session)
c) July 22, 2008 (Shirtsleeve Session)
d) July 29, 2008 (Shirtsleeve Session)

MEETING DATE: August 6, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:

- a) July 2, 2008 (Regular Meeting)
- b) July 15, 2008 (Shirtsleeve Session)
- c) July 22, 2008 (Shirtsleeve Session)
- d) July 29, 2008 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes, marked Exhibits A through D.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP
Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 2, 2008**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of July 2, 2008, was called to order by Mayor Mounce at 5:45 p.m.

Present: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members - Hitchcock

Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Lodi Police Dispatchers Association, Fire Mid-Managers, and Association of Lodi City Employees Regarding General Services and Maintenance & Operators Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 5:45 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:40 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:03 p.m., Mayor Mounce reconvened the City Council meeting, and Deputy City Attorney Magdich disclosed the following actions.

Item C-2 (a) was discussion only.

A. Call to Order / Roll call

The Regular City Council meeting of July 2, 2008, was called to order by Mayor Mounce at 7:03 p.m.

Present: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members - Hitchcock

Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

- B. Invocation - Associate Pastor Marianne Weethee, Heartland Community Church

- C. Pledge of Allegiance

- D. Presentations

- D-1 Awards - None

- D-2 Proclamations

a) Parks and Recreation Month (PR)

Mayor Mounce presented a proclamation to Steve Dutra, Interim Parks and Recreation Director, proclaiming the month of July 2008 as "Parks and Recreation Month" in the City of Lodi.

b) Healthy Air Living Week

Mayor Mounce presented a proclamation to John Cadrett, representing the San Joaquin Valley Unified Air Pollution Control District, proclaiming the week of July 7 – 13, 2008, as "Healthy Air Living Week" in the City of Lodi.

D-3 Presentations

A presentation was made to Deputy City Manager Jim Krueger for his dedicated service to the City and its residents on the occasion of his leaving the City's employment.

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

In accordance with the report and recommendation of the City Manager, Council, on motion of Council Member Johnson, second by Council Member Katzakian, approved the following items hereinafter set forth, **except those otherwise noted**. The motion carried by the vote below:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

E-1 Receive Register of Claims in the Amount of \$3,165,740.04 (FIN)

Claims were approved in the amount of \$3,165,740.04.

E-2 Approve Minutes (CLK)

Approved the minutes of the following meetings: May 14, 2008 Special Meeting, June 17, 2008 Shirtsleeve Session, June 18, 2008 Regular Meeting, and June 24, 2008 Shirtsleeve Session.

E-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Heating, Ventilation, and Air Conditioning Installation Project for Lodi Public Library (PW)

Approved the plans and specifications and authorized advertisement for bids for heating, ventilation, and air conditioning installation project for Lodi Public Library.

E-4 Adopt Resolution Authorizing the City Manager to Negotiate Purchase of Energy Management System for Lodi Public Library through Sole Supplier L & H Airco, of Roseville (PW)

Adopted Resolution No. 2008-121 authorizing the City Manager to negotiate purchase of Energy Management System for Lodi Public Library through sole supplier L & H Airco, of Roseville, for the estimated amount of \$100,000 to \$120,000.

E-5 Adopt Resolution Approving Purchase Order to Diede Construction for Gateway Repair Work, 233 South School Street (PW)

Adopted Resolution No. 2008-122 approving the purchase order to Diede Construction for Gateway Repair Work, 233 South School Street.

- E-6 Adopt Resolution Awarding Contract for Asphalt Rubber Cape Seal, Various Streets, 2008 to International Surfacing Systems, of Modesto (\$1,059,660) (PW)

Adopted Resolution No. 2008-123 awarding the contract for Asphalt Rubber Cape Seal, Various Streets, 2008 to International Surfacing Systems, of Modesto, in the amount of \$1,059,660.

- E-7 Adopt Resolution Approving Contract with Lodi Unified School District and the City of Lodi Parks and Recreation Department to Provide After School Staff Support for the Bridge Program at Eight Locations during Fiscal Year 2008-2009 (\$335,640) (PR)

Adopted Resolution No. 2008-124 approving the contract with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide after school staff support for the Bridge Program at eight locations during fiscal year 2008-09 in the amount of \$335,640.

- E-8 Adopt Resolution Authorizing the City Manager to Execute an Agreement with Macias, Gini & O'Connell LLP to Audit the City's Financial Records for the Next Five Years Beginning Fiscal Year Ending June 30, 2008 (CM)

This item was pulled for further discussion by Mayor Pro Tempore Hansen.

City Manager King briefly introduced the subject matter, stating the recommendation is to approve a five-year agreement with Macias, Gini & O'Connell LLP to be the City's outside auditors.

In response to Mayor Pro Tempore Hansen, Deputy City Manager Krueger stated the current contract that is expiring also has a five-year term.

In response to Mayor Pro Tempore Hansen, Mr. Krueger stated staff is satisfied that, based on the proposals received and the current firm's implementation of professional accounting standards to address complacency concerns, the proposed firm will be able to provide a fresh look and perform well.

In response to Mayor Pro Tempore Hansen, Mr. Krueger stated invitations were sent to five firms and out of the three proposals received the proposed firm provided the best proposal and addressed concerns.

Mayor Pro Tempore Hansen made a motion, second by Mayor Mounce, to adopt Resolution No. 2008-132 authorizing the City Manager to execute an agreement with Macias, Gini & O'Connell LLP to audit the City's financial records for the next five years beginning fiscal year ending June 30, 2008. The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

- E-9 Adopt Resolution Authorizing the Public Works Director, City Engineer, or Senior Civil Engineer to Execute Subdivision and Parcel Maps and Accept Dedications on Parcel Maps (PW)

Adopted Resolution No. 2008-125 authorizing the Public Works Director, City Engineer, or Senior Civil Engineer to execute subdivision and parcel maps and accept dedications on parcel maps.

- E-10 Adopt Resolution Amending the Memorandum of Understanding with the Lodi Police Mid-Management Organization for the Period July 1, 2007 to September 30, 2011 (CM)

Adopted Resolution No. 2008-126 amending the Memorandum of Understanding with the Lodi Police Mid-Management Organization for the period July 1, 2007 to September 30, 2011.

- E-11 Adopt Resolution Amending the Memorandum of Understanding with the Lodi Professional Firefighters for the Period July 1, 2007 to March 31, 2009 (CM)

Adopted Resolution No. 2008-127 amending the Memorandum of Understanding with the Lodi Professional Firefighters for the period July 1, 2007 to March 31, 2009.

- E-12 Adopt Resolution Approving Special Fares for Salvation Army Use of Transit Services in Accordance with Transit Fare Policy for Fiscal Year 2008-09 (PW)

Adopted Resolution No. 2008-128 approving special fares for Salvation Army use of transit services in accordance with Transit Fare Policy for fiscal year 2008-09.

- E-13 Adopt Resolution Authorizing Charter Service for the Listed Annual Events in Accordance with Charter Policy (PW)

Adopted Resolution No. 2008-129 authorizing charter service for the listed annual events in accordance with Charter Policy.

- K-4 Adopt Resolution Authorizing the City Manager to Execute Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento (\$410,394); Appropriating Funds (\$500,000); and Authorizing the City Manager to Execute Cooperative Agreement with San Joaquin Council of Governments for Funding of Task Order No. 1 and Associated Staff Costs (PW)

This matter was acted upon as a part of the Consent Calendar.

Adopted Resolution No. 2008-130 authorizing the City Manager to execute Master Agreement and Task Order No. 1 of the Harney Lane Widening Project with Mark Thomas and Company, Inc., of Sacramento, in the amount of \$410,394; appropriating funds in the amount of \$500,000; and authorizing the City Manager to execute Cooperative Agreement with San Joaquin Council of Governments for funding of Task Order No. 1 and associated staff costs.

- K-8 Consideration of a Resolution Opposing the Delta Vision Blue Ribbon Task Force Recommendations for the Sacramento-San Joaquin River Delta at the Request of the San Joaquin County Board of Supervisors

This matter was acted upon as a part of the Consent Calendar.

Adopted Resolution No. 2008-131 opposing the Delta Vision Blue Ribbon Task Force recommendations for the Sacramento-San Joaquin River Delta at the request of the San Joaquin County Board of Supervisors.

- K-9 Consideration of Letter of Opposition to Assembly Bill 2716 (Ma) with Respect to Paid Sick Days at the Request of the League of California Cities

This matter was acted upon as a part of the Consent Calendar.

Approved letter of opposition to Assembly Bill 2716 (Ma) with respect to paid sick days at the

request of the League of California Cities.

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Dale Edwards, representing Lodi Rotary and the World of Wonders Science Museum, invited the City Council and public to the 4th of July event to be held at Lodi Lake.

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

Mayor Pro Tempore Hansen reported on his attendance at a meeting regarding Delta College and the Lodi Campus, a San Joaquin Council of Governments meeting where Measure K funding for the Grape Line and Highway 12 funding was discussed, and a Northern California Power Agency meeting where the final approval for the new energy plant was discussed. He also expressed his concern regarding the old Carrow's restaurant site.

Mayor Mounce wished the citizens a Happy 4th of July.

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

City Manager King reported that the Electric Utility received a ratings upgrade to BBB+ with a positive outlook from Fitch. Mr. King also commended Mr. Krueger on his service to the City and wished him well as he leaves the City's employment.

I. Public Hearings - None

J. Communications

J-1 Claims Filed Against the City of Lodi - None

J-2 Appointments

a) Appointment to the Lodi Arts Commission: Laura Heinitz (CLK)

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to approve the following appointment. The motion carried by the vote below:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members - None

Absent: Council Members - Hitchcock

Lodi Arts Commission

Laura Heinitz, Term to expire July 1, 2010

J-3 Miscellaneous - None

K. Regular Calendar

K-1 Proposed Issuance Not to Exceed \$65 Million of Electric Utility Revenue Certificates of Participation Secured by Net Revenues of the City's Electric Utility Enterprise to Refund the Outstanding 2002 Variable Rate Demand Certificates of Participation and to Terminate 2002 Electric Utility Interest Rate Swap (CM) NOTE: Joint action of the Lodi City Council and Lodi Public Improvement Corporation

City Manager King provided a brief introduction and overview of the proposed change in the Certificates of Participation going from a variable to a fixed rate and the proposed termination of the 2002 Electric Utility Swap.

Eileen Gallagher, representing Stone and Youngberg, provided a PowerPoint presentation regarding the Certificates of Participation, Series 2008A. Specific topics of discussion included the proposed financing, security, rating upgrades, bond insurance, interest rate trends, financing details, approvals requested, and the next steps.

In response to Mayor Pro Tempore Hansen, Ms. Gallagher stated Assured Guaranty protects the City against the market and she does not expect anything to happen between now and the time of closing to upset the process to lock in the lowest rate.

In response to Council Member Johnson, Ms. Gallagher stated it is her understanding that MBIA got into the subprime real estate business and the current company has modest exposure to the same. She stated the subject company is only two of seven firms that have not been downgraded.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to approve the proposed issuance not to exceed \$65 million of Electric Utility Revenue Certificates of Participation secured by net revenues of the City's Electric Utility Enterprise to refund the outstanding 2002 variable rate demand Certificates of Participation and to terminate 2002 Electric Utility Interest Rate Swap. The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members - None

Absent: Council Members - Hitchcock

K-2 Consider the Encroachment Permit Application Requesting Closure of Eilers Lane Between Lower Sacramento Road and Lilac Street for a Block Party on July 4, 2008 (PW)

City Manager King briefly introduced the subject matter of the Eilers Lane encroachment permit.

Public Works Director Wally Sandelin and Police Lieutenant Steve Carillo provided a brief presentation regarding the Eilers Lane encroachment permit. They specifically reviewed the history of the subject property and location concerns regarding the same. Site photographs were also considered and reviewed.

In response to Mayor Mounce, Lt. Carillo stated some of the pictures were taken prior to the beginning of the fireworks show.

Public Comments

Steve Neilson spoke in favor of the allowance of an encroachment permit based on attendance by the community, the 21-year tradition, compliance with restrictions placed by the City over the years, the lack of complaints from the proposed closure, and the safe and strong community ties created by the event.

Tom Gau spoke in favor of the allowance of an encroachment permit based on the history of the event since 1987, compliance with conditions of the approval of the permit, notification to public safety of temporary closure, closing and opening of the road in a timely fashion before and after the event, and the community.

In response to Council Member Johnson, Mr. Gau stated everything is out of the street before the fireworks start and as soon as the fireworks are over the barricades are taken down for a total amount of half an hour. Mr. Neilson stated it only takes a few minutes to take everything off of the street.

In response to Mayor Pro Tempore Hansen, Lt. Carillo stated Eilers Lane does not have a restriction at Lower Sacramento Road and the closure affects the traffic flow after the fireworks have ended. He stated based on the Partners a contingency is not made because the permit allows for closure until 10:00 p.m. and if it was open there would be the directing of traffic in that area.

In response to Mayor Mounce, Mr. Carillo stated traffic is not directed in that area because it is tough to run down Lower Sacramento Road.

In response to Mayor Mounce, Mr. Carillo confirmed that Turner Road will be blocked for disabled parking and pedestrian crossing until after the pedestrian traffic has cleared.

In response to Mayor Pro Tempore Hansen, Mr. Neilson stated he met with staff and, although he felt the outcome was predetermined, they had a good conversation. Mr. Neilson confirmed that there was no compromise other than close or open the street, the vantage point from the middle of the street is preferred in the area, and an emergency vehicle was able to get in the area last year.

In response to Council Member Johnson, Lt. Carillo confirmed that there is no parking on the west side of Lodi Lake near Turner and Lower Sacramento Roads and the barricades will need to come down before the fireworks are finished to allow for traffic flow, which in some cases begins prior to the show ending.

Council Member Johnson made a motion, second by Mayor Mounce, to grant the encroachment permit application requesting closure of Eilers Lane between Lower Sacramento Road and Lilac Street for a block party on July 4, 2008. The motion carried by the following vote:

Ayes: Council Members - Johnson, Katzakian, and Mayor Mounce

Noes: Council Members - Hansen

Absent: Council Members - Hitchcock

K-3 Adopt Resolution Approving the Purchase of Mural by Artist Tony Segale to be Located at the Security Safe Lock & Key Site at 2095 S. Sacramento Street (\$75,000) (COM)

City Manager King briefly introduced the subject matter of the proposed art mural.

Community Center Director Jim Rodems provided a brief history of the consideration of the proposed mural by the Arts Commission and its recommendation regarding the same.

Ben Burgess, Chair of the Art Advisory Board, provided an overview of the consideration of the proposed project by the Art Advisory Board. He specifically discussed the Wall Dogs project, the Board's approval of \$75,000 for the proposed murals, and the project locations of Sacramento Street at \$46,000 and Elm and Stockton Streets at \$29,000.

In response to Mayor Pro Tempore Hansen, Mr. Segale stated the previous approval was for a not to exceed amount of \$75,000, which could have encompassed one or two murals. He stated the first mural will be visible driving south on Sacramento Street on the face of the subject property. Mr. Segale stated there is a tentative agreement for the second mural at the Buddhist Church; although, it is not yet finalized.

In response to Council Member Johnson, Mr. Segale stated that, although an adjacent building could go up, the mural could still be visible in an alley and on the walking tour of the murals.

Discussion ensued between Mayor Pro Tempore Hansen and Mr. Segale regarding the difficulty associated with participation by the businesses, the five-year time frame for the Wall Dogs project to come to fruition, the decline in the Committee's efforts since that time, and the failure of one business due to multiple ownership in the building.

In response to Mayor Pro Tempore Hansen, Mr. Segale stated they are looking at going outside of the downtown area because of the community benefit to the larger area and the historical Japanese ties to the neighborhood.

In response to Mayor Mounce, Mr. Segale stated the combined cost for both murals is \$75,000, \$46,000 for the first, and specifics of the second will be brought back in the future. Mr. Segale also provided a brief overview of the process for the mural and design itself.

Council Member Johnson made a motion, second by Mayor Mounce, to adopt Resolution No. 2008-134 approving the purchase of mural by artist Tony Segale to be located at the Security Safe Lock & Key Site at 209 S. Sacramento Street in the amount of \$46,000. The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members - None

Absent: Council Members - Hitchcock

RECESS

At 8:43 p.m., Mayor Mounce called for a recess, and the City Council meeting reconvened at 8:53 p.m.

K-5 Accept Lodi Avenue Design Guideline Report, Authorize Staff to Proceed with Preparation of Plans and Specifications to Construct Project, and Adopt Resolution Authorizing Staff to Submit Measure K Smart Growth Incentive Program Grant Application (PW).

City Manager King and Public Works Director Wally Sandelin briefly introduced the subject matter of the Lodi Avenue Design Guideline project.

Traffic Engineer Paula Fernandez provided a PowerPoint presentation regarding the Eastside Lodi Avenue Improvement Project design guidelines. Specific topics of discussion included the project area, project partners, project timeline, project purpose, community design principles, safe environment, inviting public realm, locally-rooted identity, attractive avenue, sense of safety, design guidelines, new Lodi Avenue streetscape, pedestrian-oriented improvements, public realm, sense of place, bike facilities, phasing strategy, existing Lodi Avenue, Phases One and Two for Alternative One, and Alternative Two.

In response to Mayor Pro Tempore Hansen, Ms. Fernandez stated the traffic count is approximately 13,600 vehicles per day on Lodi Avenue by the railroad tracks, and staff has three

items for recommendation before Council. She stated Measure K will provide for traffic calming features, bulb outs, and pavement treatments, and if the funding is not available then the focus will be on reconstructing, handicap ramps, and improvements near the railroad.

In response to Council Member Johnson, Ms. Fernandez stated Phase One will begin in Summer 2009 if all the funding lines up.

In response to Mayor Mounce, Ms. Fernandez stated Phase One could include a median if funding is available.

In response to Mayor Mounce, Ms. Fernandez stated a two-lane project would come back to Council for approval.

In response to Council Member Katzakian, Ms. Fernandez confirmed that right now the consideration is for Phase One of Alternative One and if there is funding available then they could look at Phase Two of Alternative One.

Public Comment

Marian Rivera spoke in opposition to the proposed project based on concerns regarding spacing on Lodi Avenue, truck and cannery traffic, and the possible closure of the street.

Eunice Friederich spoke in opposition to the proposed project based on her concerns regarding truck traffic.

Mr. Sandelin stated a presentation was made to the Lodi Improvement Committee, project guidelines and terms were clearly discussed, Alternative One is the proposed project for now, and Alternative Two is based into the future as businesses mature and grow with Lodi Avenue serving as a major connector.

Peter Knight of A&W spoke in support of the proposed project; although, he did have some concerns regarding how the construction will affect local businesses in the area. Mr. Sandelin stated the design approach will be similar to the School Street project and will involve business owners to determine best opportunities for timing.

Mayor Mounce requested additional information regarding the possibility of a median for Phase Two.

Mayor Pro Tempore Hansen made a motion, second by Council Member Katzakian, to accept Lodi Avenue Design Guideline Report, authorize staff to proceed with preparation of plans and specifications to construct project, and adopt Resolution No. 2008-135 authorizing staff to submit Measure K Smart Growth Incentive Program grant application. The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

K-6 Introduce Ordinance Amending Lodi Municipal Code Chapter 5.32 - Massage Establishments - (Introduce) by Repealing and Reenacting Section 5.32.010, "Definitions" (CA)

Deputy City Attorney Magdich stated the proposed ordinance is a clean-up ordinance and clarifies the definition of massage to exclude a manicurist.

Mayor Mounce made a motion, second by Council Member Johnson, to introduce Ordinance No. 1813 amending Lodi Municipal Code Chapter 5.32 - Massage Establishments - by repealing and reenacting Section 5.32.010, "Definitions." The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

K-7 Introduce Ordinance Amending Lodi Municipal Code Chapter 12.12 - Parks - by Adding Section (Introduce) 12.12.055, "Interfering with Parks and Recreation Programs" (CA)

Deputy City Attorney Magdich stated the proposed ordinance fills a gap in the current law to provide law enforcement with a mechanism to address interference in childrens play and recreation by an individual who is not a licensed coach and to remove such persons from the field of play.

In response to Mayor Pro Tempore Hansen, Ms. Magdich stated there is currently nothing in State law that provides for repercussions for individuals not qualified for coaching.

In response to Council Member Johnson, Ms. Magdich stated generally peer pressure and existing disturbing the peace laws will address a disruptive individual in the stands and the proposed ordinance is for those who are on the field of play but they are not licensed.

Mayor Pro Tempore Hansen made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1814 amending Lodi Municipal Code Chapter 12.12 - Parks - by adding Section 12.12.055, "Interfering with Parks and Recreation Programs." The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

K-10 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$93,735.87) (CA)

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to approve expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation in the amount of \$93,735.87, as detailed in the staff report. The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, Katzakian, and Mayor Mounce
Noes: Council Members - None
Absent: Council Members - Hitchcock

L. Ordinances

L-1 Ordinance No. 1812 Entitled, "An Ordinance of the City Council of the City of Lodi Approving and Adopting the Redevelopment Plan for the Lodi Community Improvement Project" (CLK)

Following reading of the title, Mayor Pro Tempore Hansen made a motion, second by Council Member Katzakian, to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1812 entitled, "An Ordinance of the City Council of the City of Lodi Approving and

Adopting the Redevelopment Plan for the Lodi Community Improvement Project." The motion carried by the following vote:

Ayes: Council Members - Hansen, Johnson, and Katzakian

Noes: Council Members - Mayor Mounce

Absent: Council Members - Hitchcock

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:43 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 15, 2008**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 15, 2008, commencing at 7:02 a.m.

Present: Council Members - Johnson, Katzakian, and Mayor Mounce

Absent: Council Members - Hansen and Hitchcock

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Storm Water Development Standard Plans and Inspection Fee (PW)

City Manager King briefly introduced the subject matter of storm water development standards.

Streets & Drainage Manager George Bradley introduced John Teravskis of WGR Southwest, Inc.

Mr. Teravskis provided a PowerPoint presentation regarding the City of Lodi's Storm Water Development Standards Plan (DSP). Specific topics of discussion included DSP as a State mandate, calendar of events, comparisons and differences with other local plans, purpose and examples of DSP, standards application to new projects and significant redevelopment projects, best management practices (BMP), requirements for minimum, geographic, and activity-specific BMPs, implementation process, and a summary of the City's development standards plan.

In response to Myrna Wetzels, Mr. Teravskis stated the signs labeling the drains would be required for private developments, in addition to public. He stated that, while there are no specific requirements for design and lettering, similar signs can be found along the drains on Pine Street and other locations. Mr. Bradley stated aesthetics may also be considered with the signage.

In response to Council Member Johnson, Mr. Teravskis stated monitoring and inspection will be needed for grassy swell areas as well. He stated other mechanisms such as the Fire Code will also come into play to regulate the height of the grass among other things.

Discussion ensued between an unknown citizen, Mr. Teravskis, and Mr. Bradley regarding the affect of the proposed standards on smaller developments, filtration systems, and the costs associated with inspections and permitting. City Attorney Schwabauer stated there will be little to no impact on single-family residential developments and membranes can also be used.

In response to Council Member Johnson, Public Works Director Sandelin stated a basin is included in the Reynolds Ranch and Blue Shield projects. He stated the trend going westward toward the Southwest Gateway project will likely be a series of smaller basins dumping into a larger area.

Mr. King briefly discussed the ongoing debate by municipalities and the development community of storm water development standards, specifically with respect to the costs associated with the standards, as well as the monitoring and inspection requirements versus actual best management practices.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:41 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 22, 2008**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 22, 2008, commencing at 7:00 a.m.

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

Absent: Mayor Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Operational/Financial Report for Hutchins Street Square Community Center (CD)

City Manager King briefly introduced the subject matter of the Hutchins Street Square Community Center operational and financial report.

Community Center Director Jim Rodems provided a PowerPoint presentation regarding the Community Center operational and financial report. Specific topics of discussion included general Hutchins Street Square background, budget for 2006-07 and 2007-08, 2008-09 budget, program areas, facility visits and uses, revenue comparison by area, art and speciality classes, art and event coordination, performing arts center, senior center, senior center programs, Lodi Memorial Hospital programs, pool, pool programs, challenges for 2008-09, and overall goals for 2008-09.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated the Camp Hutchins figures are included in the Senior Center numbers where the contract was originally generated.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated the printed program continues to be reviewed for revenue, advertisements are sold for inclusion in the program, letters are sent to community businesses, staff focuses on the timeline for printing the publication, and they will continue to look at value as the distribution increases.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated as a rough estimate about 15% of the printed program is paid for by advertisements and it is anticipated that the program will be used in conjunction with web advertising as well.

In response to Council Member Johnson, Mr. Rodems stated that, in lieu of having one all encompassing fee that users did not understand, there is the set up fee, the stage fee, and everything else is encompassed in the rental fee.

In response to Council Member Hitchcock, Mr. Rodems and Mr. King stated they are not sure of the exact nature of the City uses; although, they could range from department trainings and retreats to larger meetings and social functions. Mr. Rodems stated they are flexible with the requests and to his knowledge have not turned anyone down. Mr. King stated there is a general policy discussion regarding encouraging weekday and non-peak time use for City usage to allow for less conflict with dates and scheduling of the facility.

In response to Council Member Hitchcock, Mr. Rodems stated approximately one-half of the performing arts center uses are directly related to actual performing arts. He stated that, while

they are flexible with scheduling the theater to fill the dates, the bookings are not limiting the performing arts purpose of the facility.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated the City probably falls short in comparison to other community centers of similar size because of the lack of subscribership, which is built over a period of time with a certain following for an established series. He stated an increase will happen as name recognition and promotion continues to build.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated that, while he has seen several of the neighboring community centers, he has not seen the facility in Walnut Creek from the inside, which has a series of local performers. Mr. Rodems stated staff will continue to look at options with local performers, which provides better cost control.

In response to Mayor Pro Tempore Hansen, Mr. Rodems and Ms. Areida-Hintz stated the hospital has one director and four employees for the program and the City has one full-time and one part-time individual.

In response to Mayor Pro Tempore Hansen, Mr. Rodems confirmed that Lodi Memorial Hospital has a one dollar per year service contract with the City to provide services for adult day care and Camp Hutchins, both of which are certified programs by the State and are fairly maxed out in space as a result.

A brief discussion ensued between Mayor Pro Tempore Hansen, Mr. King, and Mr. Rodems regarding cursory talks pertaining to the contract with the hospital, the possibility of additional rent, no cost service to seniors other than those paid by the families, discounted services, Camp Hutchins in comparison to other daycare services in the community, and the shorter term of the agreement to allow for review of the service.

In response to Mayor Pro Tempore Hansen, Ms. Areida-Hintz stated originally the hospital took over Camp Hutchins because the City was not doing a good enough job. She stated that, although the hospital does not pay more rent, it contributes in supplies, pool rentals, taking of its own janitorial and food service, and not causing a big staff drainage.

In response to Mayor Pro Tempore Hansen and Council Member Hitchcock, Mr. Rodems stated the use numbers are based on visits, generally the same clients are serviced throughout the week, and they appear to be of moderate income.

In response to Mayor Pro Tempore Hansen and Council Member Hitchcock, Ms. Areida-Hintz stated the adult day care is licensed for 30, the number may vary based on individuals passing on or moving to another facility, there is no waiting list at the current time, and the service is more of a transitional facility.

In response to Mayor Pro Tempore Hansen, Mr. Rodems and Ms. Areida-Hintz stated there is extensive coordination between the adult day care and the Loel Center as they work together routinely.

In response to Council Member Johnson, Mr. Rodems stated the capacity for Camp Hutchins is 53.

In response to Council Member Johnson, Mr. Rodems stated staff is continuing discussions regarding the role and position of the aquatics coordinator Citywide.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated the kayaking class is related to safety instruction only.

In response to Council Member Johnson, Mr. Rodems stated the new competition with conference facilities in the Hampton Inn is limited due to the number of rooms available. He stated after a possible slight dip the addition of rooms overnight will help attract midline conferences to the area.

In response to Council Member Johnson, Mr. Rodems stated the dissimilar rates between the two programs previously, of which some are set directly by the instructors, are being reviewed by the program advisors who will coordinate with the publication.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated individuals will be able to review all the offerings and sign up for either program.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated they are hopeful that they will be able to have the next catalog series ready to go for December; although, that may be somewhat aggressive.

In response to Council Member Hitchcock, Mr. Rodems stated theater groups are generally cyclical and they are continuing to help facilitate the gathering of certain groups to assist with such a theater program locally. He stated the key will be to continue getting the word out that the community desires to have such a group in the area and is willing to assist with the use of the facility.

In response to Council Member Johnson, Mr. Rodems stated staff continues to be challenged on the issue of space for storage and continues to look at options for the same.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated the replacement of mechanical systems for the pool, which includes cooling and heating of the pool, is estimated to be about \$180,000. He stated that, while the cost is not budgeted for, the Foundation has taken on some portion of the fundraising for the replacement. Mr. King stated the replacement also falls in line with the City's overall deferred maintenance concerns.

Jeffrey Kirst invited the public to attend the luau event on August 15, 2008. He stated the Foundation is attempting to raise funds for the pool renovations and also contribute to the touchscreen and refrigerator. Mayor Pro Tempore Hansen and Mr. Rodems thanked the Foundation for its efforts and monetary support of the facility.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting adjourned at 8:15 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 29, 2008**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 29, 2008, commencing at 7:02 a.m.

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

Absent: Council Member Katzakian

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Information Regarding Leadership in Energy and Environmental Design-Neighborhood Development (CD)

City Manager King briefly introduced the subject matter of the Leadership in Energy and Environmental Design Neighborhood Development (LEED-ND) program.

Planning Manager Peter Pirnejad provided a PowerPoint presentation regarding the LEED-ND. Specific topics of discussion included perception, reality, executive order, California legislation, United States Conference of Mayors, United States Green Building Council (USGBC) membership growth, green building in market, square footage in LEED buildings, new construction, estimated value for registered projects, federal and state government buildings, cities building with LEED, private corporations and LEED, USGBC, what is LEED, increased productivity, California study results, levels of ratings, LEED-ND projects, Reynolds Ranch project, Blue Shield project, housing and jobs proximity, open community, LEED certified green building, and infrastructure energy efficiency.

In response to Council Member Johnson, Mr. Pirnejad stated the numbers regarding increased square footage sales and early hospital releases are generally derived from statistics pertaining to indoor air quality requirements, which mandate use of certain materials along with natural light usage. He stated in addition there is increased monitoring of air pollutants that are generally not monitored.

Discussion ensued between Mayor Pro Tempore Hansen and Mr. King regarding previous studies, employee monitoring, productivity connections, trends to get LEED certified, and practical reasons for using LEED certification including land development.

In response to Council Member Hitchcock, Mr. King confirmed that there are different levels of LEED certification. Using Blue Shield as an example, Mr. King stated the Blue Shield building will be the first LEED certified building in the City and the underlying commitment in efforts to become certified is to have sustainable environmental practices.

In response to Council Member Johnson, Mr. Pirnejad stated there are silver, gold, and platinum LEED certifications and the main cost differences between the same is shown in the cost associated with the paperwork for each. He stated Blue Shield is seeking standard LEED certification and not a specific level.

In response to Council Member Hitchcock, Mr. Pirnejad stated Blue Shield would utilize these

practices regardless of the certification.

In response to Council Member Johnson, Public Works Director Wally Sandelin stated the City is not sure of what specific efforts are being made toward certification as the hospital plans are reviewed by the State and not the City. City Attorney Schwabauer indicated the literature reflects some of the practices.

In response to Myrna Wetzel, Mr. Pirnejad stated there are several certifications that cover existing buildings, homes, hospitals, schools, and other structures. He stated testing a duct system would not be a part of LEED but would be a part of Title 24.

In response to Mayor Pro Tempore Hansen, Mr. Pirnejad stated Green Point Rated is the name of the non-profit third party organization that rates the greenness of homes.

In response to Council Member Johnson, Mr. Pirnejad stated Stockton received from Popular Science its own rating that was not connected with LEED. He stated he is not sure of any LEED projects in Stockton and specifically knows that there are no LEED-ND projects.

In response to Mayor Pro Tempore Hansen, Mr. Pirnejad stated there will be no mandates in policies or design standards as this is a completely voluntary program, about which staff has been approached by developers who wish to participate for cost effectiveness and to be responsible. He stated the goal is to encourage neighborhoods by examples of single projects in the area that voluntarily performed at no additional costs.

In response to Mayor Pro Tempore Hansen, Mr. King and Mr. Pirnejad confirmed that the City of Lodi is one of approximately 250 projects worldwide that are participating in this pilot program.

In response to Council Member Hitchcock, Mr. King confirmed that Reynolds Ranch voluntarily asked to participate in the subject pilot program providing the City with an opportunity to serve as a model.

In response to Council Member Johnson, citing the example of the multi-species habitat and conservation plan, Mr. King stated the program is voluntary and allows people to take credit for their environmental efforts.

Jane Wagner spoke in favor of the LEED-ND program, stating AB 2175, which is going through the Legislature now, calls for ten percent reduction of water usage and, while certain programs may be voluntary now, it is good to participate in the event that it is later mandated.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:53 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane.

BACKGROUND INFORMATION: This project includes installing new larger cabinet foundations and replacing the existing signal cabinet, controller, and auxiliary equipment at Church Street and Lockeford Street and at Elm Street and Ham Lane. In addition, the project includes installing vehicle and pedestrian detection at Church Street and Lockeford Street.

At both intersections, the majority of the auxiliary equipment is obsolete and can no longer be serviced or repaired. The existing cabinet and foundation will be replaced with a larger foundation and new cabinet, controller and auxiliary equipment. The Church Street and Lockeford Street intersection will be converted from a fixed time to a fully actuated signal including the installation of pedestrian push buttons and vehicle detection.

This project is part of a City-wide program to replace obsolete traffic signal equipment. Five traffic signals remain to be upgraded to the new facilities within the City (Ham Lane/Turner Road, Ham Lane/Vine Street, Ham Lane/Tokay Street, Hutchins Street/Tokay Street, and Cherokee Lane/Lodi Avenue).

Notification to the public will be mailed to property owners adjacent to the project limits.

FISCAL IMPACT: The estimated cost of the project is \$136,000.

FUNDING AVAILABLE: Funding for this project is \$105,000 from Transportation Development Act (TDA) and \$31,000 from Street Fund (320). The funds were appropriated in the FY 07/08 Budget but rolled back into fund balance at the end of the year. A request for appropriation of funds will be made at contract award.

Planned Bid Opening Date: August 27, 2008

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
FWS/ PJJ/pmf
cc: Streets and Drainage Manager
Transportation Manager

APPROVED: _____
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Phase 1 Remodel Project

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Lodi Public Library Phase 1 Remodel Project.

BACKGROUND INFORMATION: The Lodi Public Library has been working with their architect to develop plans to renovate the Lodi Public Library. The Library Board has decided to implement the renovation as a phased project. Phase 1 includes renovation of the main lobby public restrooms and staff restrooms to meet ADA requirements, new ADA door hardware, new entry tile, new service desk, new employee work stations (including voice and data cabling), and new floor coverings and paint in these areas. Working with Library staff, Wenell Mattheis Bowe, the architect, has completed plans and specifications for the Phase 1 project. A drawing of the proposed floor plan is attached for reference as Exhibit A.

Council is being asked to approve the plans and specifications and authorize advertising for bids for the project. The Library main entry ramp and building HVAC are being addressed under separate projects concurrently with Phase 1.

The plans and specifications are on file in the Public Works Department.

FISCAL IMPACT: The approximate construction cost is \$690,000.

FUNDING AVAILABLE: Funding by the Library Fund (211814) approved in Fiscal Year 08/09 Budget. Planned Bid Opening Date: September 9, 2008

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
Attachment
cc: Ruby Paiste, Financial Services Manager
Gary Wiman, Construction Project Manager
Nancy Martinez, Library Services Director

APPROVED: _____
Blair King, City Manager



WMB
ARCHITECTS

246 E. Main Street
Stockton, CA 95202

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LARRY WENELL
TIM MATTHEIS
TOM BOWE
DOUG DAVIS
MELANIE VIEUX
PRINCIPAL ARCHITECTS

Lodi Public Library
Phase I Remodel
201 W. Locust Street
Lodi, California

REMODELED FLOOR PLAN

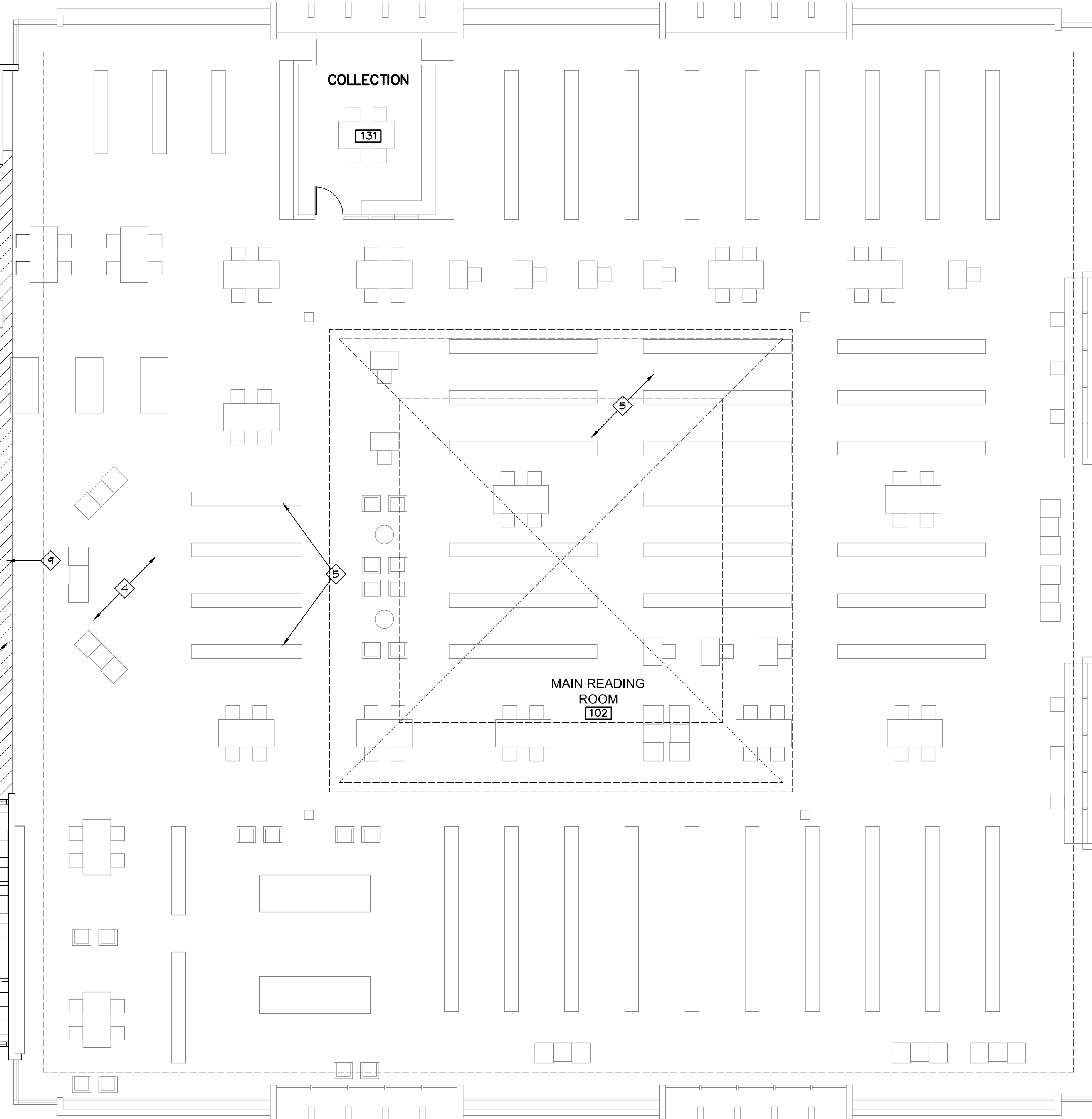
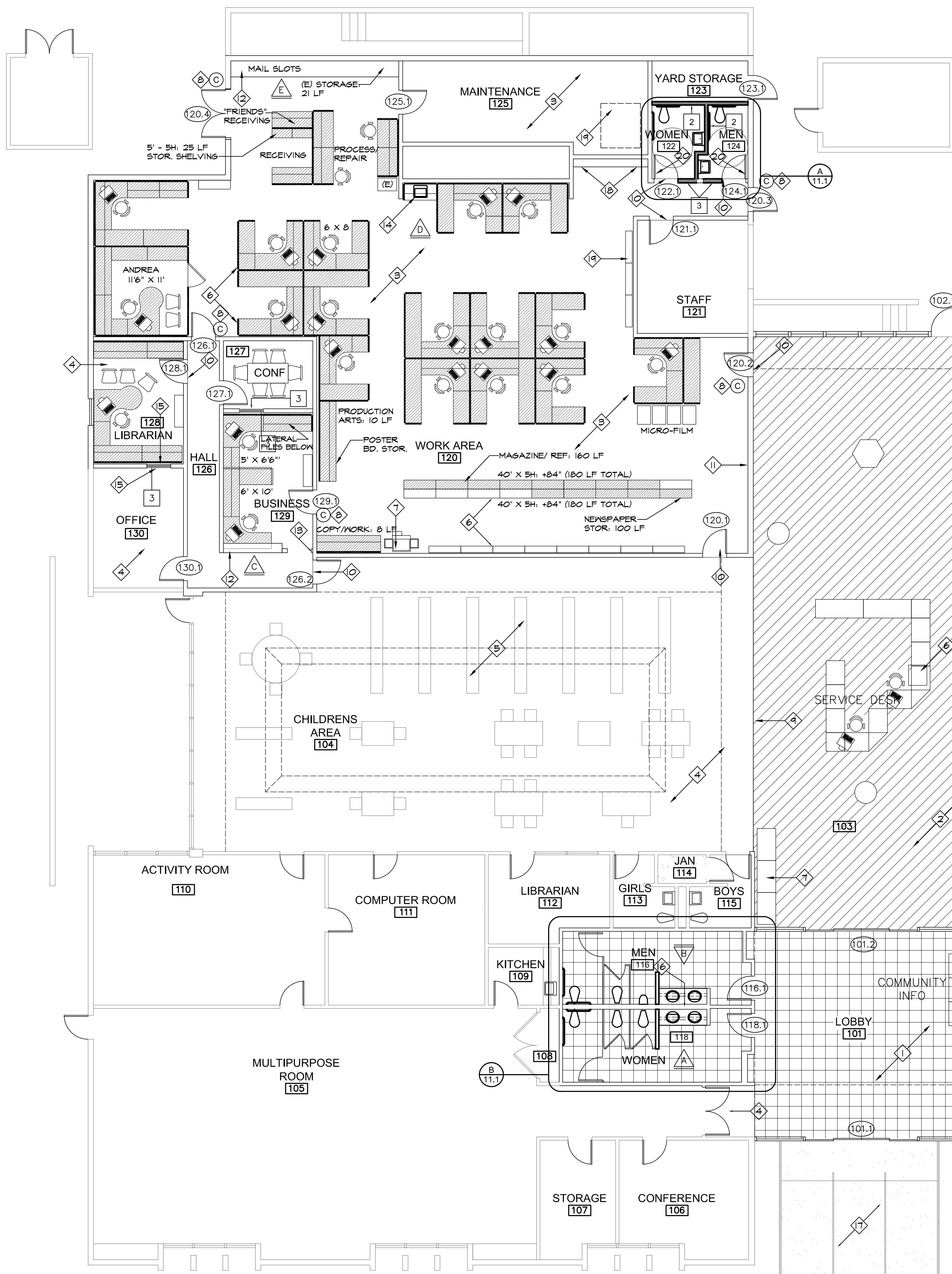
△ DATE REVISION

WMB PROJECT: 08-66
DATE: 05.29.08

A2.1

NOTE :
5/8" WATER RESISTANT GYPSUM BOARD REQUIRED AT PLUMBING FIXTURES AND BEHIND TILED WALLS.

WALL SCHEDULE							STUD SIZE		
NO.	SIZE/TYPE	INSULATION	INTERIOR	EXTERIOR	F.R.	U.L.	APPLICATION	SIZE	MAX. HT.
1	6" X 20 GA. MTL. STUDS @ 16" O.C. TO *-*" A.F.F.	R-19 F.G. BATT	5/8" GYP. BD. BOTH SIDES				INTERIOR STUDS	4" X 20 GA. - 400IC20	15'-0"
2	6" X 20 GA. MTL. STUDS @ 16" O.C.	R-19 F.G. BATT	5/8" GYP. BD. BOTH SIDES					4" X 16 GA. - 400IC16	20'-0"
3	20 GA. MTL. STUDS @ 16" O.C. - INFILL WALL	R-11 F.G. BATT	5/8" GYP. BD. BOTH SIDES					6" X 20 GA. - 600IC20	20'-0"



FLOOR PLAN NOTES

- ① NEW FLOOR TILE - SEE FINISHES SCHEDULE
- ② NEW CARPET - SEE FINISHES SCHEDULE
- ③ NEW SHEET VINYL FLOORING - SEE FINISHES SCHEDULE
- ④ (E) CARPET TO REMAIN
- ⑤ (E) FURNITURE TO REMAIN
- ⑥ FURNITURE TO BE PROVIDED AND INSTALLED BY OTHERS - TYP.
- ⑦ LIBRARY EQUIPMENT TO BE PROVIDED AND INSTALLED BY OTHERS - TYP.
- ⑧ (N) CONTROL KEY PAD (C) - SEE SPECIFICATIONS
- ⑨ LINE OF CARPET PATTERN TRANSITION
- ⑩ PROVIDE VINYL TRANSITION MOULDING @ INTERSECTION OF FLOORING TYPES
- ⑪ (E) ELECTRICAL PANELS - PAINT TO MATCH (N) DOOR FRAME COLOR
- ⑫ REPLACE (E) COUNTER TOP - SEE CABINET ELEVATIONS
- ⑬ PATCH & REPAIR WALL AS REQUIRED @ DEMOLISHED DOOR FRAME
- ⑭ PROVIDE (N) CASEWORK - SEE CABINET ELEVATIONS
- ⑮ PAINT & TEXTURE (N) INFILL WALL TO MATCH ADJACENT WALL
- ⑯ PROVIDE STEEL WALL ANGLE - SEE C/A11.2
- ⑰ (N) RAMP UNDER SEPERATE SCOPE OF WORK
- ⑱ PAINT (E) LOCKERS/ POLE & SHELF TO MATCH (N) ADJACENT WALL COLOR
- ⑲ EXISTING SERVER RACK TO REMAIN IN PLACE DURING CONSTRUCTION
- ⑳ RE-INSTALL (E) RESTROOM DOORS & FRAMES - SEE DOOR SCHEDULE
- ㉑
- ㉒
- ㉓
- ㉔

REMODELED FLOOR PLAN
SCALE : 1/8" = 1'0"



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: **Adopt Resolution Awarding Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville (\$181,154) and to Joseph H. Schauf Company, of Campbell (\$71,157)**

MEETING DATE: **August 6, 2008**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution awarding the contracts for the Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville, in the amount of \$181,154 and to Joseph H. Schauf Company, of Campbell, in the amount of \$71,157.

BACKGROUND INFORMATION: This project consists of providing the new 120-ton chiller, cooling tower, tower filter, boiler, and plate and frame heat exchanger that will be needed to replace the Library's aged HVAC system.

This equipment was bid separately from the installation contract in order to meet the City's schedule for fall installation, to accommodate the eight to ten week lead time necessary to procure the equipment, and to save an estimated 15-20% mark-up that would be added to the purchase price if the equipment was provided by the installation contractor. The bids were structured so as to give the City flexibility to award contracts based on price and delivery by separate equipment components.

The total HVAC project cost is estimated to be \$650,000. This amount includes design engineering, construction management fees, equipment purchases, installation of the energy management controls system, contingencies and hazardous materials testing. A separate installation contract will follow the purchase of the equipment.

Specifications for this project were approved on June 18, 2008. The City received the following three bids for this project on July 23, 2008. A copy of the bid tabulation is attached.

Bidder	Location	Bid
Engineer's Estimate		\$177,630
Intech Mechanical (items 1, 2, & 7)	Roseville	\$181,154
Schauf Company (items 3 & alt, 4, 5, & 6)	Campbell	\$ 71,157
Champion (items 1 thru 7)	Modesto	\$264,705

FISCAL IMPACT: Replacing the HVAC system will save operational costs currently associated with the outdated, failing HVAC equipment. Having the

APPROVED: _____
Blair King, City Manager

Adopt Resolution Awarding Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville (\$181,154) and to Joseph H. Schauf Company, of Campbell (\$71,157)

August 6, 2008

Page 2

equipment as "Owner Supplied" in the HVAC Installation contract will save the City of Lodi the typical contractor mark-up.

FUNDING AVAILABLE: The money for this project will be coming from the Library HVAC Capital Account (211813) and the Public Benefits Fund (164605), applying the same formula of \$.15 per Kwh saved as calculated for major commercial accounts that receive Public Benefits funds, with a \$20,000 maximum.

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DJC/pmf

Attachment

cc: D. Stephen Schwabauer, City Attorney
Purchasing Officer
Nancy Martinez, Library Services Manager
George Morrow, Electric Utility Directory
Rob Lechner, Customer Services and Programs Manager
Wes Fujitani, Senior Civil Engineer
Intech Mechanical
Schauf Company
Fred Rolfes, Rolfes Engineering, Inc.

CITY OF LODI

Public Works Department

Tabulation of bids received July 23, 2008

PROJECT: LODI PUBLIC LIBRARY HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) EQUIPMENT

Item	Description	Qty	Unit	Engineer's Estimate	Intech Mech Roseville	Champion Modesto	Schauf Co. Campbell
				Price	Price	Price	Price
1	Furnish and Deliver Chiller Delivery Time	1	LS	\$120,000.00	\$148,566.00 12 Weeks	(\$139,455.00) 12-14 Weeks	No Bid
2	Assemble Chiller	1	LS	\$3,000.00	N/A	Included	No Bid
3	Cooling Tower Add Cold Water Basin Delivery Time	1	LS	\$14,000.00	N/A	(\$18,200.00)	\$22,358.00
		1	LS		N/A	\$13,247.00 7 weeks	\$11,724.00 6-8 Weeks
4	Liquid-Solids Separation System Delivery Time	1	LS	\$3,500.00	N/A	(\$5,200.00) 7 weeks	\$7,752.00 6-8 Weeks
5	Non-Chemical Cooling Tower Water Treatment Delivery Time	1	LS	\$10,000.00	N/A	(\$15,100.00) 7 weeks	\$18,875.00 6-8 Weeks
6	Plate and Frame Heat Exchanger Delivery Time	1	LS	\$7,500.00	N/A	(9,300.00) 7 weeks	12,359.00 6-8 Weeks
7	Boiler Delivery Time	1	LS	\$19,630.00	\$32,588.00 8-9 Weeks	(\$26,753.00) 9-10 Weeks	No Bid
Package Price All Quoted Items				\$ 177,630.00	181,154.00	\$ 264,705.00	\$ 71,157.00
Package Price All Quoted Items- No Cold Water Basin						\$ 251,458.00	\$ 59,433.00
Items 1, 2 and Item 7					\$181,154.00	\$ 186,205.00	
Items 3 (with cold water basin), 4, 5, and 6						\$ 98,497.00	\$ 71,157.00

**LODI PUBLIC LIBRARY HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) EQUIPMENT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and JOSEPH H. SCHAUF COMPANY, herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

The work consists of furnishing, delivering and assembling a new 120-ton chiller, cooling tower, liquid-solids separation system, boiler, plate and frame heat exchanger to the Lodi Public Library, and other incidental and related work, all as shown on the specifications for the above project. NOTE: Removal of existing equipment and installation of new equipment is NOT included but will be included as part of a separate contract.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
3.	Cooling Tower	LS	1	\$ 22,358.00	\$22,358.00
	Stainless Steel Cold Water Basin	LS	1	\$ 11,724.00	\$11,724.00
				Delivery Time: 6-8 Weeks	
4.	Liquid-Solids Separation System	LS	1	\$ 7,752.00	\$ 7,752.00
				Delivery Time: 6-8 Weeks	
5.	Non-Chemical Cooling Tower Water Treatment	LS	1	\$ 18,875.00	\$18,875.00
				Delivery Time: 6-8 Weeks	
6.	Plate and Frame Heat Exchanger	LS	1	\$ 12,359.00	\$12,359.00
				Delivery Time: 6-8 Weeks	
				TOTAL	\$71,157.00*

*Purchase all four items under a single purchase contract for the reduced price of \$71,157.

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 ON THE DATE STIPULATED IN THE NOTICE TO PROCEED, AFTER BOTH PARTIES HAVE SIGNED THE CONTRACT, AND TO COMPLETE THE WORK WITHIN 60 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



**LODI PUBLIC LIBRARY HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) EQUIPMENT**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

The work consists of furnishing, delivering and assembling a new 120-ton chiller, cooling tower, liquid-solids separation system, boiler, plate and frame heat exchanger to the Lodi Public Library, and other incidental and related work, all as shown on the specifications for the above project. NOTE: Removal of existing equipment and installation of new equipment is NOT included but will be included as part of a separate contract.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Deliver Chiller	LS	1	\$148,566.00	\$ 148,566.00
				Delivery Time: 12 Weeks	
2.	Assemble Chiller	LS	1	\$ 0.00	\$ 0.00
7.	Boiler	LS	1	\$ 32,588.00	\$ 32,588.00
				Delivery Time: 8-9 Weeks	
				TOTAL	\$ 181,154.00

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 ON THE DATE STIPULATED IN THE NOTICE TO PROCEED, AFTER BOTH PARTIES HAVE SIGNED THE CONTRACT, AND TO COMPLETE THE WORK WITHIN 60 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACTS FOR HEATING,
VENTILATION, AND AIR CONDITIONING (HVAC)
EQUIPMENT FOR LODI PUBLIC LIBRARY

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 July 23, 2008, at 11:00 a.m. for the Heating, Ventilation, and Air Conditioning (HVAC) Equipment for the Lodi Public Library, described in the specifications therefore approved by the City Council on June 18, 2008; and

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

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
Intech Mechanical (items 1, 2, &7)	Roseville	\$181,154
Schauf Company (items 3 & alt, 4, 5, & 6)	Campbell	\$ 71,157
Champion (items 1 thru 7)	Modesto	\$264,705

WHEREAS, the bids were structured so as to give the City flexibility to award contracts based on price and delivery by separate equipment components; and

WHEREAS, staff recommends awarding the contract for the Heating, Ventilation, and Air Conditioning (HVAC) Equipment for the Lodi Public Library to the low bidders, Intech Mechanical, Inc., of Roseville, California, for Bid Item Nos. 1, 2, and 7 and to Joseph H. Schauf Company, of Campbell, California, for Bid Item Nos. 3 and alternative, 4, 5, and 6.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Heating, Ventilation, and Air Conditioning (HVAC) Equipment for the Lodi Public Library to the low bidders, Intech Mechanical, Inc., of Roseville, California, for Bid Item Nos. 1, 2, and 7 in the amount of \$181,154 and to Joseph H. Schauf Company, of Campbell, California, for Bid Item Nos. 3 and alternative, 4, 5, and 6, in the amount of \$71,157.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for School Street and Spruce Street Wastewater Pipe Improvement Project

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the plans and specifications and authorize advertisement for bids for the School Street (Spruce Street to 350 Feet South of Spruce Street) and Spruce Street (School Street to Alley East of School Street) Wastewater Pipe Improvement project.

BACKGROUND INFORMATION: This project consists of trenching and installing approximately 535 linear feet of eight-inch wastewater pipe, abandoning the existing wastewater pipe, and other and incidental and related work, all as shown on the plans and specifications for the project and as presented in Exhibit A.

The existing wastewater pipe in this section of School Street was video inspected in June 2008. The video showed that the non-reinforced concrete pipe has extensive deterioration. The pipe joints have large offsets and the pipe wall has a severe corrosion problem. The corrosion problem is so severe that there are sections of the pipe missing.

Further investigation by staff has found two areas that contribute to the extensive corrosion problem in the pipeline. First, this section of the wastewater pipe in School Street has a minor reverse slope. This means the wastewater stays in the pipeline for a long period of time during non-peak periods. Second, the wastewater pipe in Spruce Street from the alley east of School Street to School Street was installed nine inches lower than the downstream pipe in School Street. Again, the wastewater stays in the pipeline for an extended period of time during non-peak periods. When wastewater is stagnant or slow-flowing (less than two feet per second), hydrogen sulfide gas develops, leading to the deterioration of material containing cement (concrete pipe and cemented joints).

Staff is recommending replacing these two sections of the wastewater pipe to correct the problems as soon as possible. The existing wastewater pipe will be grouted and abandoned in place. The plans and specifications are on file in the Public Works Department.

FISCAL IMPACT: The estimated project cost is \$83,000. The project will result in less required maintenance for this section of wastewater pipe.

FUNDING AVAILABLE: Funding for this project is included in the FY 08/09 Budget in the Wastewater Replacement Fund (171).
Planned Bid Opening Date: August 27, 2008

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
Attachment
cc: Water Service Manager
Senior Civil Engineer Chang

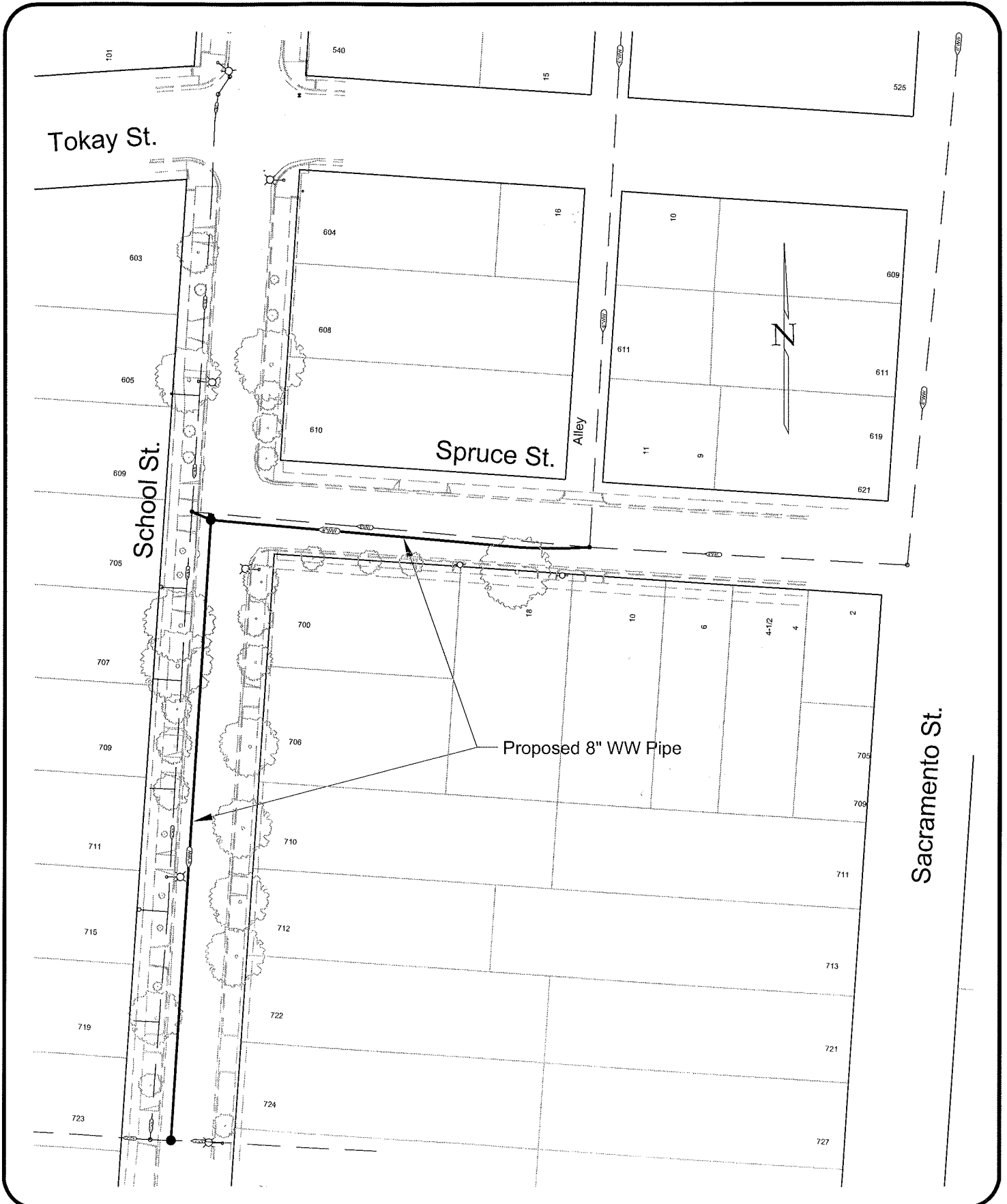
APPROVED: _____
Blair King, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A School St & Spruce St Wastewater Pipe Improvements





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposal for Power Systems Studies on the Existing 12kV Electric Distribution Systems, Four Substations, and 60kV Transmission Lines (EUD)

MEETING DATE: August 6, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve request for proposal to perform various specialized power systems analyses on the City's existing 12kV electric distribution systems, four (4) substation facilities, and the 60kV transmission lines.

BACKGROUND INFORMATION: Growth within the City between the year 2001 and 2006 increased significantly the electrical loads being served by the existing electric distribution system. The summer peak load in 2001 was approximately 120MW. In 2006, load crested to a new high of approximately 148MW during the summer season (that is, without the General Mills CoGen supplying approximately 3.1MW to the City's electric distribution system).

Standard power utility practices dictate the performance of comprehensive and detailed power system analyses and evaluation of the existing facilities/systems regularly (every two to three years). This is to verify and confirm that existing limits, as well as various electric distribution, substation and transmission components, are within the safe operational limits to serve electrical loads. Continued checks and adjustments enhance the reliability and the security of continuous power service to the customer and minimize prolonged power outages. The last comprehensive power system study for the City's power grid was conducted in 2001. It needs to be updated.

The request for proposal will cover the power system studies of the City's existing 12kV electric distribution system, four (4) substation facilities (Henning, Industrial, Killelea and McLane), and the 60kV transmission lines including the interconnection with PG&E. This task will be executed using ASPEN Software and will include the following:

1. Database creation, setup, configuration, parameter and data entries
2. Short circuit studies for at least the three-phase fault and line-to-ground fault
3. Protective relay coordination from the 60kV to the smallest fuse installed in both overhead and underground distribution system at the 480-volt system
4. Update protective device library to include all devices installed and being used throughout the City's power grid
5. Establish and standardize relay settings, fuse sizes, circuit breaker sizes and reclosers including 12kV reclosing strategy at different fault conditions
6. Voltage drop study, voltage profile and voltage support analysis for each of the more heavily loaded 12kV feeders and substation transformers
7. Evaluate the effectiveness of existing line capacitors and confirm the correct capacitor placement in the electric distribution system
8. Determine strategic location and placement of fault indicators for simplified and efficient troubleshooting
9. Undertake load flow studies at normal operating conditions and for contingency analysis at N-1 condition showing the overloaded element(s), if any
10. Complete facilities studies

APPROVED: _____
Blair King, City Manager

Approve Request for Proposal for Power Systems Studies on the Existing 12kV Electric Distribution Systems, Four Substations, and 60kV Transmission Lines (EUD)

August 6, 2008

Page 2 of 2

The performance of this comprehensive and detailed power systems analysis of the City's electrical infrastructure will be advantageous in minimizing nuisance circuit tripping and restoration times. It will help EUD Staff to troubleshoot and locate probable faulted lines and equipment safely and efficiently in the shortest possible time. Above all, it will enhance the reliability and security of electrical operation thereby providing better electric service to the City's customers. Therefore, staff is requesting City Council approval of the request for proposal for power systems studies on the existing 12kV electric systems, four (4) substations, and the 60kV transmission lines.

FISCAL IMPACT: Engineering estimate is \$50,000.

FUNDING AVAILABLE: Account No. 160652.7323 (Substation Maintenance)

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

PREPARED BY: Demy Bucaneg, Jr., P.E., Assistant Electric Utility Director

GFM/DB/lst

Attachments (1)

CITY COUNCIL

JOANNE MOUNCE, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
SUSAN HITCHCOCK
PHIL KATZAKIAN
BOB JOHNSON

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

GEORGE F. MORROW, DIRECTOR

1331 S HAM LANE

LODI, CALIFORNIA 95242-3995

(209) 333-6762

FAX (209) 333-6839

BLAIR KING, City Manager

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

July 6, 2008

To Prospective Bidders

Subject: **Request for Proposal (RFP) for power systems studies on the existing 12kV electric distribution systems, four (4) substations, and 60kV transmission lines**

The City of Lodi hereby invites sealed proposals to provide engineering services to perform power systems studies on the existing 12kV electric distribution systems, four (4) substations, and 60kV transmission lines. Each bid shall be in accordance with this notice and specifications on file and available from the Engineering & Operations Division, City of Lodi Electric Utility Department, 1331 South Ham Lane, Lodi, California 95242, (209) 333-6762. No bid will be considered unless it is submitted on a format according to the 'ORGANIZATION OF PROPOSAL' Section of this RFP document.

Sealed proposals shall be delivered to the Budget Manager at the City Hall Annex, 300 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) on or before

September 17, 2008, at 11:00 a.m.

At that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

Please submit detailed proposal and your standard service agreement for review and approval. If there are any questions regarding this request for proposal, you may contact me at (209) 333-6811, by email at dbucaneg@lodielelectric.com or Weldat Haile of my Staff at (209) 333-6763, by email at whaile@lodielelectric.com. Arrangement for site inspection may be made by calling Mr. Haile at least 24 hours in advance of planned inspection.

Demetrio S. Bucaneg, Jr. -PE
Assistant Electric Utility Director
Engineering & Operations Division
City of Lodi Electric Utility Department

Request for Proposal

for

POWER SYSTEMS STUDIES

The Engineering & Operations Division, City of Lodi Electric Utility Department is inviting qualified consulting firms to provide engineering services to perform power systems studies on the existing 12kV electric distribution systems, four (4) substations, and 60kV transmission lines. The following Request for Proposals (RFP) outlines the background, scope of work and proposal requirements for the services.

BACKGROUND

Growth within the City between year 2001 and 2006 increased significantly the electrical loads being served by the existing electric distribution system. The summer peak load in 2001 was approximately 120MW. In 2006, load crested to a new high of approximately 148MW.

In previous years of operations, the City's electric distribution system experienced a number of nuisance device trippings of unknown causes, prolonged outages due to several protective devices being activated at the same time at different phase circuits, and widespread power shutdowns caused by main protective relays operating at the substation facility. Troubleshooting of faulted lines proved to be difficult and needed more time to investigate before power could be restored. Some overhead capacitor banks were switched-off and left in place and a number of capacitor banks were removed from service. Others were switched-on continuously and had a number of faulted capacitor banks.

Standard power utility practices dictate the performance of comprehensive and detailed power system analyses and evaluation of the existing facilities/systems regularly (every two to three years). This is to verify and confirm that existing limits, as well as various electric distribution, substation and transmission components, are within the safe operational limits to serve electrical loads. Continued checks and adjustments enhance the reliability and the security of continuous power service to the customer and minimize prolonged power outages. The last comprehensive power system study for the City's power grid was conducted in 2001. It needs to be updated.

SCOPE OF WORK

The request for proposal will cover the power system studies of the City's existing 12kV electric distribution system, four (4) substation facilities (Henning, Industrial, Killelea and McLane), and the 60kV transmission lines including the interconnection with PG&E. This task will be executed using ASPEN Software. The scope of work for this engineering services to provide comprehensive power systems studies will encompass, but not be limited to, the following task areas:

1. Database creation, setup, configuration, parameter and data entries, review of existing E&O operating procedures and guidelines
2. Short circuit studies for at least the three-phase fault and line-to-ground fault

3. Protective relay coordination from the 60kV to the smallest fuse installed in both overhead and underground distribution system at the 480-volt system
4. Update protective device library to include all devices installed and being used throughout the City's power grid
5. Establish and standardize relay settings, fuse sizes, circuit breaker sizes and reclosers including 12kV reclosing strategy at different fault conditions
6. Voltage drop study, voltage profile and voltage support analysis for each of the more heavily loaded 12kV feeders and substation transformers
7. Evaluate the effectiveness of existing line capacitors and confirm the correct capacitor placement in the electric distribution system
8. Determine strategic location and placement of fault indicators for simplified and efficient troubleshooting
9. Undertake load flow studies at normal operating conditions and for contingency analysis at N-1 condition showing the overloaded element(s), if any
10. Complete facilities studies and identify the limiting elements
11. Coordination with PG&E for the calculation, coordination and setting of protective relays on the 60kV lines feeding the City's Industrial Substation
12. Coordinate with NCPA and PG&E to calculate, coordinate and set the undervoltage and underfrequency load shedding relays (UVLS & UFLS) in compliance with the current NERC reliability standards
13. Submittal of three (3) sets of complete and detailed studies, relay settings with corresponding diagrams and final reports in hard and electronic copies
14. Submittal of updated databases, library of protective devices (including fuses being used in the City's electric distribution system), all bases cases, references and data used in the above studies

ORGANIZATION OF PROPOSAL

Prospective Bidders are furnished with one request for proposal (RFP) document. Proposals shall follow the following format:

- A. Service approach narrative – This section should demonstrate an understanding of the task at hand and include a narrative describing how the Bidder would go about the work. This section will also include the methodologies and assumptions in performing the power systems and facilities studies.
- B. Project team – Describe the personnel who will carry out services, and their respective responsibilities.
- C. Qualifications – Provide a narrative describing how the team as a whole meets the qualifications for the services. Include a list of prior relevant projects, power utilities, and contact persons where ASPEN Software was used.
- D. Submittals & Report – This section should summarize the submittals, final report structure, attachments, figures, data, tables, drawings, etc. It should include also schedule of preliminary and final submittals and the required number of copies and the respective

formats of each particular submittal.

- E. Bid Proposal & Project Schedule – Provide the proposed project schedule to commence within 15 days after receipt of 'Notice to Proceed' from the City. It should include in detail the proposed bid cost in performing the tasks as described in the 'Scope of Work', and a summarized engineering/consulting fee structure and other surcharges, and/or details as appropriate. Note: Refer also to the 'Additional Terms And Conditions' of this request for proposal.
- F. Signatures - The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company with all the information below.
 - i. Name of company
 - ii. Address
 - iii. Authorized signature
 - iv. Name
 - v. Title
 - vi. Telephone No.
 - vii. Fax No.
 - viii. Date
- G. Note - The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

PROPOSAL SUBMISSION

- A. The Budget Manager will receive sealed proposals at the following address until
11:00 am, Wednesday, September 17, 2008.
- B. Proposals shall be submitted under sealed cover, plainly marked

**Proposal – Power Systems Studies
Bid Opening - September 17, 2008.**

Bids, which are not properly identified, may be disregarded. Bids, which are not received by 11:00am, Wednesday, September 17, 2008 will be returned to the bidder unopened.

Bids shall be submitted

To: Lodi City Council
c/o –Budget Manager
(If delivered by FedEx, UPS, or courier): 300 West Pine Street
Lodi CA 95240

(If delivered by mail): P O Box 3006
Lodi CA 95241-1910

BID OPENING

- A. At 11:00 A.M., Wednesday, September 17, 2008, or as soon as possible thereafter, in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California, proposals will be publicly opened and read. Bidders or their authorized representatives are invited to be present.

SELECTION PROCESS

Complete proposals will be evaluated based on the information submitted. This will permit a recommendation to the City Council for contract award. The following equally weighted criteria will be used to evaluate submitted proposals:

- A. The likelihood of the proposed approach to produce the desired results.
- B. Qualifications of the Bidder.
- C. The value offered by the Bidder's price in relation to the proposed approach.

REJECTION OF PROPOSALS

The City of Lodi reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with the proposals.

CONTRACT AWARD

- 1. The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.
- 2. If there will be a tie in the submitted proposals, the tie will be broken by a coin toss, conducted by the Budget Manager. Tie bidders will be notified and may be present.
- 3. In all circumstances, including receipt of alternative bids, the City Council reserves the right to select the bid most advantageous to the City.
- 4. The award, if made, will be made within forty five (45) days after the opening of the bids.

GENERAL PROVISIONS

5-409 Responsibility for Damage The City of Lodi, its elected and appointed boards, commissions, officers, agents and employees shall not accept responsibility for any loss or damages that occur during the scope of work to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property arising from or related to Contractor's negligence or willful misconduct during the progress of the work or any time before final acceptance. The Contractor shall indemnify and save harmless the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising out of Contractor's negligent acts, errors or omissions in the performance of the work or in consequence thereof. The City of Lodi may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5-413 Insurance Requirements for Contractor The Contractor shall provide proof of insurance to be maintained during the life of this contract as listed under General Liability and Automobile Liability coverage listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for

personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMMERCIAL GENERAL LIABILITY</u>
Per Occurrence
\$1,000,000 Property Damage

Personal & Adv Injury
\$2,000,000 General Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Combined Single Limits |
|---|--|

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

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

- (a) Additional Named Insured Endorsement with Primary Wording
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 a form furnished to the City of Lodi and shall be included with Contractor's policies.)

Wording: Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

- (e) 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.).

"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.

5-414 Workers' Compensation Insurance The Contractor shall provide proof of and maintain during the life of this contract, Worker's Compensation Insurance for all Contractor's employees employed at the site of the project and, if any work is Subcontracted, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the

Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

ADDITIONAL TERMS AND CONDITIONS

1. The successful bidder will schedule within 15 days from receipt of 'Notice to Proceed' a coordination meeting between the successful bidder and the City of Lodi to start the project. Meeting will be held at the E&O Conference Room, 1331 S. Ham Lane, Lodi, CA 95242. Time and duration of meeting will be established coordinated by the successful bidder.
2. The successful brokerage company shall indemnify and hold harmless the City of Lodi, its officers and employees, from all suits or actions of every name, kind and description brought for or on account of any injuries, damages, and/or costs incurred or sustained by any person or persons, by or from the bidder, in the use or inability to use, sell or dispose of this property. Submission of the bid constitutes bidder's agreement to this and all other sections of this request for proposal.
3. All information, data, diagrams, schematics, equipment and device settings and ratings, object/programming codes, maps, operational/engineering parameters, guidelines and procedures are proprietary to the City of Lodi and shall be kept strictly confidential and shall not be shared and disclosed without any written authorization from the City of Lodi. All of these shall be returned and/or submitted to the City of Lodi after the completion of this project.
4. If the new relay settings will result to nuisance trippings/outages and miscoordinated operation of protective devices, the successful bidder shall be responsible in evaluating the events and mitigate the issue/s in a timely and effective manner consistent with the power utility standards and practices.
5. It is agreed that in the event of any litigation arising hereunder, the bidder at the request of the City of Lodi shall submit to the jurisdiction of any court of competent jurisdiction within the County of San Joaquin, State of California, and will comply with all, requirements necessary to give such court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in said code for service upon a person outside of the State of California.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Purchase of 2008 Ford F550 and Utility Bed Using State Contract No. 1-08-23-20 for Replacement of Vehicle No. 04-070 (\$53,850)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving purchase of a 2008 Ford F550 and utility bed from Downtown Ford Sales, of Sacramento, in the amount of \$53,849.50, for the replacement of Vehicle No. 04-070, using State Contract No. 1-08-23-20.

BACKGROUND INFORMATION: The Water Services Division is in need of a replacement for Vehicle No. 04-070, a 1985 International diesel truck with utility box which has exceeded its useful life. Failure to comply with California Air Resources Board (CARB) diesel emissions rules, which require the replacement or retrofit of certain diesel vehicles with an approved diesel emissions reduction device, may subject the City to significant fines. Considering vehicle age and maintenance history, it is not cost effective to retrofit this vehicle. Therefore, replacement with a gasoline vehicle is recommended.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends purchase of the 2008 Ford F550 and utility bed from Downtown Ford Sales, of Sacramento, using State Contract No. 1-08-23-20. The City has used this contract process to purchase vehicles in the past with excellent pricing, quicker delivery schedule, and reduced expenditure of staff time. Alternatively, specifications and a formal bidding process could be used to purchase this single vehicle, but it will take longer for delivery and, from staff experience, will likely cost more.

FISCAL IMPACT: Replacement of Vehicle No. 04-070 will save repair costs and prevent the City from being liable for fines for operating a vehicle which is no longer in compliance with State regulations.

FUNDING AVAILABLE: This \$53,849.50 purchase is budgeted in the 2008/09 operating budget as an even split between the Water (1811201) and Wastewater (1711201) Vehicle Replacement accounts.

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, Water Services Manager
FWS/CES/pmf
cc: Dennis Callahan, Fleet and Facilities Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PURCHASE OF 2008 FORD F550
AND UTILITY BED THROUGH THE STATE OF
CALIFORNIA CONTRACT

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WHEREAS, the Water Services Division is in need of a replacement for Vehicle No. 04-070, a 1985 International truck with utility box, which has exceeded its useful life. Failure to comply with California Air Resources Board (CARB) diesel emissions rules, which require the replacement or retrofit of certain diesel vehicles with an approved diesel emissions reduction device, may subject the City to significant fines; and

WHEREAS, considering vehicle age and maintenance history, it is not cost effective to retrofit this vehicle, and replacement with a gasoline vehicle is recommended; and

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

WHEREAS, staff recommends purchase of a 2008 Ford F550 and utility bed from Downtown Ford Sales, of Sacramento, California, using State Contract No. 1-08-23-20.

NOW THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of a 2008 Ford F550 and utility bed from Downtown Ford Sales, of Sacramento, California, in the amount of \$53,849.50 through State of California Contract No. 1-08-23-20.

Dated: August 6, 2008

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I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Process Chemical Sodium Hydroxide for White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Santa Fe Springs, CA (\$89,250)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the purchase of the process chemical sodium hydroxide for the White Slough Water Pollution Control Facility (WSWPCF) from Basic Chemical Solutions, of Santa Fe Springs, CA (\$89,250).

BACKGROUND INFORMATION: Process chemical quotes were requested for sodium hydroxide. The sodium hydroxide, also known as caustic soda, is needed to adjust the pH of the effluent discharged from the Treatment Facility.

The specifications for this quote were sent to four prospective vendors on May 15, 2008. Two quotes were received for the caustic soda. A summary of the quotes is listed below.

Bidder	Location	Bid
Basic Chemical Solutions	Santa Fe Springs, CA	\$ 89,250
Sierra Chemical Company	Sparks, NV	\$ 111,250

FISCAL IMPACT: As the annual usage for this chemical may vary depending on the quantity and strength of the wastewater treated, the approximate annual purchase may also vary. Due to economic conditions, several price increases have taken place since this chemical was last budgeted. The operating budget has sufficient funds available to cover these purchases.

FUNDING AVAILABLE: The money for these purchases will be coming from the White Slough Water Pollution Control Facility Operating Budget in the 2008/09 budget.

Purchase Amount: \$89,250
Budgeted: 2008/09 fiscal year

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Del Kerlin, Wastewater Treatment Superintendent
FWS/CS/dk

cc: D. Stephen Schwabauer, City Attorney
Charles E. Swimley, Jr., Water Services Manager
Del Kerlin, Wastewater Treatment Superintendent

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF PROCESS CHEMICAL
SODIUM HYDROXIDE FOR USE AT THE WHITE SLOUGH
WATER POLLUTION CONTROL FACILITY

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WHEREAS, on May 15, 2008, the City of Lodi solicited process chemical bids from four vendors for the delivery of sodium hydroxide, also known as caustic acid, to the White Slough Water Pollution Control Facility; and

WHEREAS, two quotes were received as summarized below:

Bidder	Location	Bid
Basic Chemical Solutions	Santa Fe Springs, CA	\$ 89,250
Sierra Chemical Company	Sparks, NV	\$ 111,250

WHEREAS, as the annual usage for sodium hydroxide may vary depending on the quantity and strength of the wastewater treated, the approximate annual purchase may also vary; and

WHEREAS, staff recommends the purchase of the process chemical sodium hydroxide from the low bidder, Basic Chemical Solutions, of Santa Fe Springs, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase in the amount of \$89,250 from Basic Chemical Solutions, of Santa Fe Springs, California, to provide the process chemical sodium hydroxide for the White Slough Water Pollution Control Facility.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution awarding the contract for site improvements at Lodi Lake Park, 1101 West Turner Road to AM Stephens Construction Company, Inc., Lodi, CA in the amount of \$338,250.35

MEETING DATE: August 6, 2008

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt resolution awarding the contract for site improvements at Lodi Lake Park, 1101 West Turner Road to AM Stephens Construction Company, Inc., Lodi, CA in the amount of \$338,250.35.

BACKGROUND INFORMATION: The project is part of the Parks and Recreation Departments 2000 Park Bond Act Per Capita Grant and 2002 Resources Bond Act program request.

The new site improvements around the Lodi Lake Discovery Center are in conjunction with the new donated boat house from Meehleis Modular and the Lodi Centennial Group.

The work consists of removing and disposing of the existing metal boat house structure, wood decking, rock retaining wall, galvanized pipe hand railing, decorative rock steps, concrete patio slabs, concrete walkways, fencing, gates, and grinding and stockpiling of asphalt. New work shall include the installation of new Keystone block retaining walls, concrete flat work, a concrete switchback ramp system with hand railing, concrete curbing, concrete pavers, wrought iron fencing, custom steel guard railing, and modifications to existing water, sewer, and electrical services.

The project was advertised in two local area newspapers and nine building exchanges from June 14, 2008 through June 25, 2008. The bid opening took place on July 16, 2008. The bid specifications stipulated that all general contractors interested in bidding this project are required to be in attendance at the mandatory job walk in order to be eligible to bid the project. The mandatory job walk is an opportunity for all contractors to walk through the project with City staff, ask questions regarding the scope of work, and review the existing site conditions. There were twenty-five general contractor plan holders for this project and fifteen general contractors attended the mandatory job walk.

APPROVED: _____
Blair King, City Manager

The City received the following bids for this project:

Bidder	Location	Bid
Engineer's Estimate		\$500,000.00
AM Stephens Construction	Lodi	\$338,250.35
Hensley's Paving & Engineering	Hickman	\$394,648.06
Diede Construction	Woodbridge	\$401,902.01
C & C Construction, Inc.	Rocklin	\$458,643.95
Gateway Landscape, Inc.	Livermore	\$463,532.00
Top Grade Construction	Stockton	\$485,144.00
BC Construction	Ceres	\$523,869.59
McFadden Construction	Stockton	\$529,418.00
Andrew L. Lee, Inc.	Lodi	\$640,000.00

FISCAL IMPACT: There is no direct impact to the Parks and Recreation Department budget for the installation of the Lodi Lake Boat House/Discovery Center Site Improvements. The 2000 Park Bond Act Per Capita Grant program and the 2002 Resources Bond Act will be supporting the installation of this project in its entirety.

FUNDING:

2002 Resources Bond Act Prop 40 Per Capita Allocation:	\$186,000.00
2002 Resources Bond Act Prop 40 RZH Allocation:	\$160,847.00
2000 Parks Bond Act Prop 12 RZH Allocation:	\$168,584.00

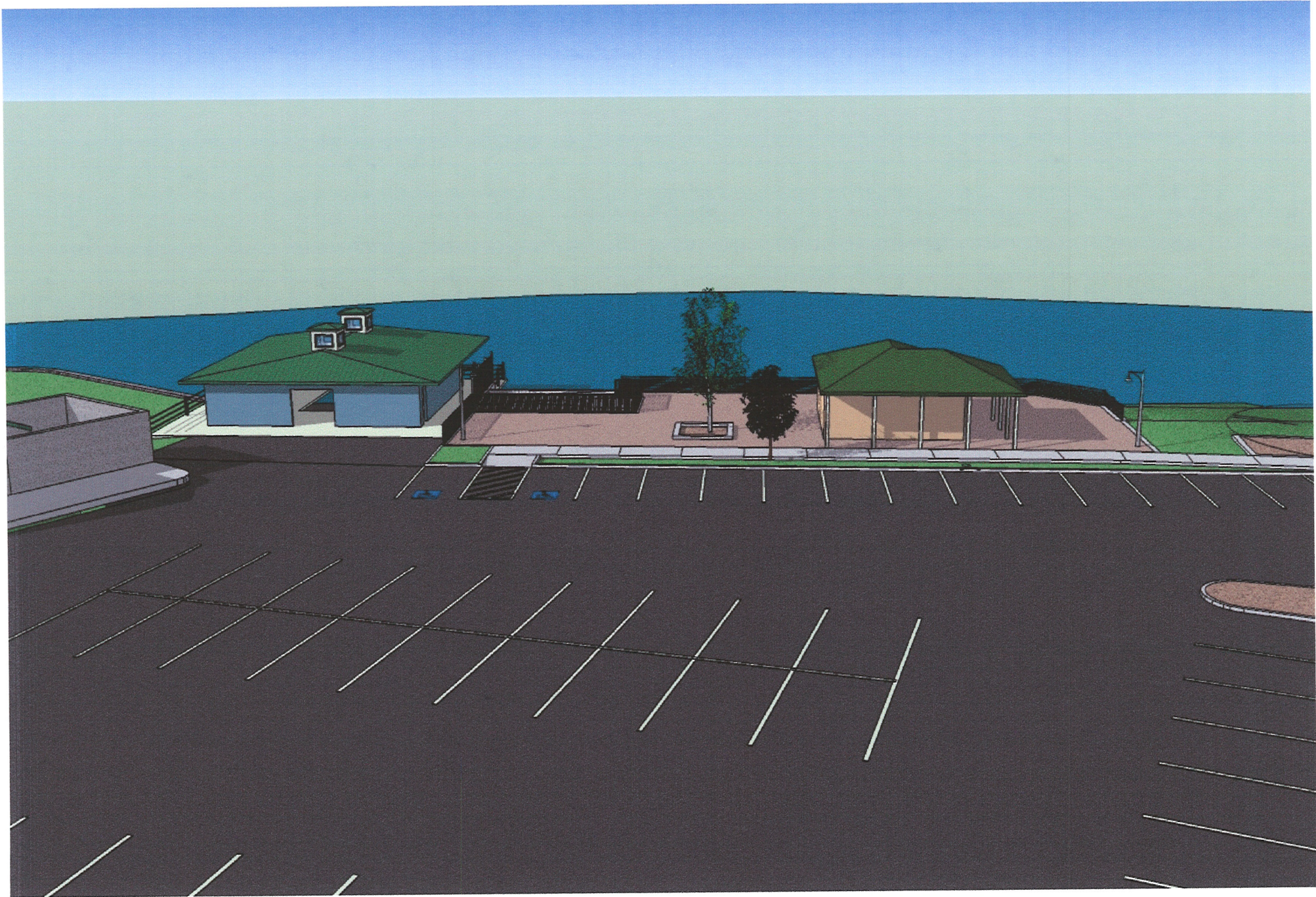
 Kirk Evans, Budget Manager

 James M. Rodems
 Interim Parks and Recreation Director

Prepared by Steve Virrey, Parks Project Coordinator

JMR\SV:tl

cc: City Attorney
 Steve Dutra, Parks Superintendent
 Wes Fujitani, Sr. Civil Engineer
 Susan Bjork, Management Analyst





RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR SITE
IMPROVEMENTS AT LODI LAKE PARK,
1101 WEST TURNER ROAD

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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 July 16, 2008, at 11:00 a.m., for the site improvements at Lodi Lake Park, 1101 West Turner Road, described in the specifications therefore approved by the City Council on March 19, 2008; and

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

Bidder	Location	Bid
Engineer's Estimate		\$500,000.00
AM Stephens Construction	Lodi	\$338,250.35
Hensley's Paving & Engineering	Hickman	\$394,648.06
Diede Construction	Woodbridge	\$401,902.01
C & C Construction, Inc.	Rocklin	\$458,643.95
Gateway Landscape, Inc.	Livermore	\$463,532.00
Top Grade Construction	Stockton	\$485,144.00
BC Construction	Ceres	\$523,869.59
McFadden Construction	Stockton	\$529,418.00
Andrew L. Lee, Inc.	Lodi	\$640,000.00

WHEREAS, staff recommends award of the contract to AM Stephens Construction, Lodi, California, in the amount of \$338,250.35.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards the contract for the site improvements at Lodi Lake Park, 1101 West Turner Road, to AM Stephens Construction, of Lodi, California, in the amount of \$338,250.35.

Dated: August 6, 2008

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I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting Improvements at 350 North Guild Avenue
MEETING DATE: August 6, 2008
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution accepting improvements at 350 North Guild Avenue.

BACKGROUND INFORMATION: Improvements at 350 North Guild Avenue have been completed in substantial conformance with the requirements of the improvement agreement between the City of Lodi and Archer Daniels Midland as approved by the City Council on June 6, 2007, and as shown on Drawing No. 007D002, Sheets 1 through 13.

Project improvements included the installation of a storm drain main, landscaping and sidewalk improvements along Victor Road as well as street pavement improvements, curb, gutter and sidewalk, hydrants and street lights on Guild Avenue. Archer Daniels Midland (ADM) has also provided the City with a deferral agreement for the construction of the remainder of the street improvements along its Victor Road frontage.

The streets to be accepted are as follows:

Streets	Length in Miles
Guild Avenue*	0.00
Victor Road*	0.00
Total New Miles of City Streets	0.00

* The street dedications for Guild Avenue and Victor Road widen existing streets. These street dedications did not add additional miles to the City's street system.

This development is a portion of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-01. ADM will maintain 22,430 square feet of public landscaping until December 31, 2008.

FISCAL IMPACT: Per Item 17, "Repair or Reconstruction of Defective Work", of the improvement agreement, the developer's warranty period of one year will begin on the date of Council acceptance. There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, and City services, such as police and fire. The maintenance and replacement costs for a future traffic signal at Guild Avenue and Victor Road and the expected increases in park maintenance costs will be funded through the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-01.

FUNDING AVAILABLE: Not applicable.

 F. Wally Sandelin
 Public Works Director

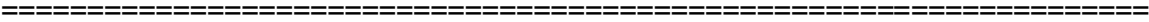
Prepared by Wesley K. Fujitani, Senior Civil Engineer
 FWS/WKF/pmf
 cc: City Attorney
 Senior Traffic Engineer
 Senior Engineering Technician

Senior Civil Engineer - Development Services
 Assistant Streets and Drainage Manager
 Building Official

APPROVED: _____
 Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING IMPROVEMENTS AT 350 NORTH GUILD
AVENUE INCLUDED IN THE IMPROVEMENT
AGREEMENT BETWEEN THE CITY OF LODI AND
ARCHER DANIELS MIDLAND



The City Council of the City of Lodi finds:

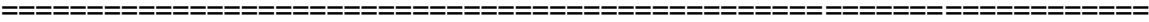
1. That all requirements of the Improvement Agreement between the City of Lodi and Archer Daniels Midland have been substantially complied with. The improvements are shown on Drawing No. 007D002, Sheets 1 through 13, on file in the Public Works Department and as approved by the City Council on June 6, 2007.

2. The streets to be accepted are as follows:

Streets	Length in Miles
Guild Avenue*	0.00
Victor Road*	0.00
Total New Miles of City Streets	0.00

* The street dedications for Guild Avenue and Victor Road widen existing streets. These street dedications did not add additional miles to the City's street system.

Dated: August 6, 2008



I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing an Additional Task Order for West Yost & Associates to Implement and Prepare Land Discharge Organic Loading Study Required by the City’s Wastewater Discharge Permit and Appropriating Funds (\$319,000)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing an additional task order for West Yost & Associates to implement and prepare the White Slough Water Pollution Control Facility Land Discharge Organic Loading Study (Study) required by the City’s wastewater discharge permit (Permit) issued by the State Central Valley Regional Water Quality Control Board (Board); and appropriating \$319,000 in the Wastewater Fund.

BACKGROUND INFORMATION: The City’s new wastewater discharge permit includes requirements for a number of studies to be conducted and plans or reports to be developed on various aspects of the City’s wastewater treatment operations. On December 19, 2007 Council authorized West Yost & Associates to proceed with preparing work plans for various studies required by the Permit. The Study will be performed in conformance with the work plan approved by the Board on June 4, 2008. A copy of West Yost & Associates proposal is provided in Exhibit A.

The Study is required to evaluate the assimilative capacity of the crops grown on the City’s fields to assess the potential impacts associated with the use of irrigation water containing elevated organic loads on the City’s land application areas at White Slough Water Pollution Control Facility. The primary source of the wastewater applied to the City’s fields is Pacific Coast Producers (PCP) cannery located on Stockton Street. Accordingly, PCP has agreed to reimburse the City for their share of the Study costs.

The Permit requires the City to complete the study by April 1, 2009. Therefore, the Study must be performed during this irrigation season as it is the only one prior to the April 1, 2009 deadline.

The Permit established a BOD loading limit effective April 1, 2009 that is substantially below the loading rate applied to the fields in the past. The Study results will be used to support the City’s application to amend the Permit to allow a higher loading limit prior to the 2009 irrigation season. In the future, there will be added costs associated with monitoring the loading rate on the irrigation fields and monitoring the groundwater quality below the fields.

Since PCP is the primary beneficiary of the Study, PCP has committed to reimbursing the City \$271,892 as PCP’s fair share of the Study. Approximately \$19,000 of the Study costs benefit the City through the installation of monitoring equipment to be used in the future and sampling and testing required under the

APPROVED: _____
Blair King, City Manager

Adopt Resolution Authorizing an Additional Task Order for West Yost & Associates to Implement and Prepare Land Discharge Organic Loading Study Required by the City's Wastewater Discharge Permit and Appropriating Funds (\$319,000)

August 6, 2008

Page 2

Permit. Staff will bring back to the Council a reimbursement agreement between PCP and the City of Lodi outlining the terms and conditions of the reimbursement.

FISCAL IMPACT: The estimated cost for this work is \$290,840. Staff suggests a contingency amount of approximately 10% to account for unforeseen issues, for a total of \$319,000. The Study is required in the City's Permit and non-performance would subject the City to fines.

FUNDING AVAILABLE: Requested Appropriation: \$319,000 from Wastewater Operating (170)

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Charles Swimley, Water Services Manager

FWS/CS/cs

Attachment

cc: Charles E. Swimley, Jr., Water Services Manager
Del Kerlin, Wastewater Treatment Superintendent
Kathryn Gies, West Yost & Associates
Mona Schulman, Pacific Coast Producers

July 18, 2008

Mr. Charles Swimley
Water Services Manager
City of Lodi
Municipal Service Center
1331 South Ham Lane
Lodi CA 95242-3995

SUBJECT: Revised Proposal for Engineering Services—Land Discharge
Organic Loading Study

Dear Mr. Swimley:

West Yost Associates (WYA) appreciates the opportunity to present to you this proposal for engineering services during the implementation phase of the Industrial Wastewater Organic Loading Study at the City of Lodi White Slough Water Pollution Control Facility (WPCF).

The scope of work presented in this proposal includes the implementation of the Organic Loading Study Work Plan (dated April 2008) and correspondence with the Regional Water Control Board (RWQCB) after the draft and final technical reports have been prepared. We have amended the Labor and Cost Estimates based on discussions during meetings on July 14, 2008 and July 17, 2008. The Fee Estimate in Table 1 reflects the changes we discussed.

OVERVIEW

The following overview and understanding is based on the Work Plan prepared for this study and Consultant's discussions with the City of Lodi (City) staff:

During the course of the upcoming PCP cannery season, the City will be conducting an organic loading study to determine the appropriate maximum BOD loading rate for land application of industrial process wastewaters at this facility. The details of the study are described in the City of Lodi White Slough Water Pollution Control Facility – Organic Loading Study Work Plan, April 2008. The tasks outlined in this scope of work include activities necessary to implement the study as described in the Work Plan.

WYA will provide labor and equipment (including subconsultants and an Engineering Aide) necessary to conduct the study activities contained in this scope of work. The Engineering Aide will perform activities at the WPCF (plant site and irrigation fields) on an average of 16 to 24 hours per week according to the tasks described in the Work Plan and herein.

CITY PARTICIPATION

City staff will provide:

- Pumps, irrigation siphons, and infrastructure to flood irrigate two designated fields for the study (test field and control field).
- Pump curve data for irrigation pump
- Site surveying (to verify elevations of existing infrastructure)
- Outside Laboratory analysis of wastewaters and percolate collected (for testing parameters outside current WPCF lab capacity)
- Soil column test benches and procurement of soil columns from Test and Observation Fields

SCOPE OF WORK

Consultant shall prepare all work products using MS WORD, EXCEL, or AutoCAD format. Prepare drawings using City CADD standards.

Consultant shall complete work in accordance with the following general tasks:

- Task 1. Project Management
- Task 2. Field Equipment Installation and Removal
- Task 3. Field Loading and Monitoring
- Task 4. Odor Study
- Task 5. Rain Percolate Collection in Field Lysimeters
- Task 6. Soil Column Construction and Inspection
- Task 7. Soil Column Loading and Monitoring
- Task 8. Rainfall Simulation on Soil Columns
- Task 9. Outside Laboratory Coordination
- Task 10. Soil Column Destruction and Analysis
- Task 11. Draft and Final Technical Report
- Task 12. RWQCB Coordination

Consultant shall perform the following tasks according to the detailed descriptions provided herein:

Task 1. Project Management

WYA will prepare monthly invoices and progress reports, coordinate work with consultant team members and City staff, conduct progress meetings with the City's project manager as needed. Conduct up to four (4) meetings with City personnel during the course of the study (including kickoff meeting). This task includes labor associated with the following items:

- Kickoff meeting (1)
- Project meetings during study (3)

- Monthly project status reports
- Billing invoices and descriptions (for WYA and subconsultants)
- Coordination and correspondence with Pacific Coast Producers

Deliverables: Meeting agenda & minutes, monthly invoices, and progress reports.

Task 2. Field Equipment Installation and Removal

The irrigation, sampling, and monitoring activities described in the Work Plan will require additional equipment and devices to be installed in the Test, Control, and Observation Fields. WYA will coordinate with suppliers for procurement (purchase or rental) of equipment for this portion of the study. We will provide installation support at the start of the study (according to the sampling station descriptions in the Work Plan). At the end of the study (following collection of percolate after significant rain events), we will remove the equipment and devices from the 3 fields. There will be three sample stations in each field (3 fields), for a total of 9 sample stations.

This task includes labor associated with procurement, installation, and removal of the following items:

- Staking off monitoring stations (and signage) in all 3 fields
- Procurement (rental) of sampling and monitoring devices
- Suction Lysimeters (2 per station, for a total of 18 devices)
- Tensiometers (4 per field, for a total of 12 devices)
- Inspection of irrigation system infrastructure and check dams
- Removal of sampling and monitoring devices (at end of study)

Note: Material costs for devices, signage, and incidental equipment are covered in a subsequent line item for Equipment. Therefore, equipment & materials costs are not included in this task.

Task 3. Field Loading and Monitoring

WYA will provide staff to perform the irrigation and monitoring activities at the Test and Control Fields, as described in the Work Plan. We will also perform the monitoring activities (as described) at the Observation Field. This task includes labor associated with the following items:

- Meeting with Irrigation Staff
- Irrigation of Test Field and Control Field (including pumping & blending)
- Tensiometer data monitoring & recording (in all 3 fields)
- Lysimeter percolate collection & handling (in all 3 fields)
- Process wastewater sample collection & handling

Task 4. Odor Study

WYA will contract with an odor consultant for testing and monitoring activities in the Test and Control Fields, as described in the Work Plan. We will provide oversight for the sub-consultant's activities, and manage the subcontract with the odor consultant. This task includes labor and expenses associated with the following items:

- Coordination with odor subconsultants
- Site visits during odor monitoring events
- Sub-consultant labor, laboratory, and travel costs
- Odor monitoring report (odor consultant)

Task 5. Rain Percolate Collection in Field Lysimeters

Additional percolate sample collection in the Test, Control, and Observation Fields following a significant rain event is described in the Work Plan. We will provide staff to perform the monitoring activities in all 3 fields following a significant rain event (after the canning season and loading study). We expect the activities described in this task will be performed during the month of January, 2009. This task includes labor associated with the following items:

- Tensiometer data monitoring & handling (in all 3 fields)
- Lysimeter percolate collection & handling (in all 3 fields)
- Rainfall data gathering, recording, and calculations

Task 6. Soil Column Construction and Inspection

WYA (and subconsultants) will verify the field locations for collection of soil columns and inspect the site for noteworthy items. Initial soil samples will be collected at the sites for baseline testing prior to organic loading. We will inspect the soil column test benches and verify operation of the dosing containers, percolate collection system, and related appurtenances. Soil columns and percolate collection containers must be protected from wind and sprinklers for potential damage or contamination of test results.

We will begin initial moisture conditioning once the soil columns have been collected from the field (by City staff). Moisture conditioning is necessary to maintain forage crop health and adequate soil moisture content prior to commencement of the BOD loading activities.

This task includes labor associated with the following items:

- Soil collection & inspection (pre-loading) in Test Field and Observation Field
- Procurement and installation of dosing containers, percolate collection bottles, hoses, and appurtenances
- Weekly dosing with WPCF tertiary effluent

- Percolate collection and recording
- Forage crop management (trimming, transplanting, and documentation of alfalfa grass health & appearance in individual soil columns)
- Observation & documentation

Note: Material costs for dosing containers, collection bottles, piping, hoses, and appurtenances are covered in a subsequent line item for Equipment. Therefore, equipment & materials costs are not included in this task.

Task 7. Soil Column Loading and Monitoring

WYA will provide staff to perform the loading and monitoring activities associated with the Soil Column Test Benches, as described in the Work Plan. This task includes labor associated with the following items:

- Procure industrial process wastewater
- Obtain grab sample of PWW for lab testing
- Perform COD testing
- Rainfall & Evapotranspiration data collection
- PWW batch mixing and dosing
- Daily percolate collection, recording, and management
- Forage crop management
- Observation and documentation

This task provides approximately 3-days per week (average) percolate collection and handling by West Yost staff. Additional (daily) percolate collection may be necessary. The labor estimate associated with this task assumes City staff will perform percolate collection activities on the test benches approximately 3-days per week.

Task 8. Rainfall Simulation on Soil Columns

We will simulate rainfall on the soil columns after a period of rest (following the canning season) as described in the Work Plan. The soil columns will be dosed with de-ionized water at higher-than evapotranspirative/agronomic rates, which will provide additional percolate collection for testing.

This task includes labor associated with the following items:

- Forage crop management
- Dosing with de-ionized water for rainfall simulation
- Percolate collection, recording, and management
- Observation and documentation

Task 9. Outside Laboratory Coordination

Some of the chemical analysis/testing will be conducted by City staff at the White Slough WPCF lab. However, additional testing beyond the treatment plant lab's capabilities is necessary to complete this study as described. WYA will contract with outside laboratories for specialty testing of percolate, soil, and forage crop tissue analysis.

To obtain the desired test data during the course of this study, we must collect frequent samples from the test bench and field activities for analysis. Each soil column percolate, suction lysimeter percolate, and grab sample from industrial and treated source will be tested individually for a variety of chemical constituents. We anticipate the total number of (water) samples to be collected and analyzed over the course of the study will be 747 based on the following breakdown:

- 13 grab samples – Raw Cannery Process Wastewater (directly from cannery for test bench loading)
- 6 grab samples – Raw Industrial Process Wastewater (from industrial collection system for Test Field loading)
- 13 grab samples – Treated Municipal Effluent (for test bench loading)
- 7 grab samples – Blended Irrigation Water (from irrigation ditch for Control Field loading)
- 24 grab samples – Tail Water (from tail water collection ditch at end of Test & Control Fields)
- 576 batch samples – Soil Column Percolate (weekly batch collected during cycle loading)
- 108 batch samples – Field Pore Water (collected from suction lysimeters during cycle loading)

Each water sample will be individually recorded and split into approximately eight different sub-samples for laboratory analysis, based on the desired testing regimen (standard minerals, metals, nutrients, organic carbon, etc.).

This study will also require managing and testing approximately 270 soil samples and approximately 50 plant tissue analyses during the course of the work. This task includes labor associated with handling (splitting samples into designated preservative bottles, including chain of custody paperwork) and managing laboratory analysis of the following items:

- Percolate samples from field loading
- Percolate samples from fields during rainfall event
- Soil column percolate samples from loading period
- Soil column percolate samples from rainfall simulation period
- Process wastewater grab samples
- Plant tissue samples

- Soil samples from fields
- Soils samples from soil columns

Outside Lab Costs

There will be a variety of outside laboratory tests required during the course of this study. A portion of the laboratory work can be performed by treatment plan staff at the WPCF laboratory. However, soil samples and additional waste constituent testing in percolate must be tested at an outside lab. This task includes a ballpark estimate of laboratory costs associated with the following items:

- Process wastewater additional constituents
- Percolate additional constituents
- Soil sample testing
- Plant tissue analysis

Note that odor study lab testing is included in the sub-consultant's work under that task.

Deliverables: Laboratory test results

Task 10. Soil Column Destruction and Analysis

Following the organic loading and rainfall simulation tasks scheduled for the soil column test bench, we will dis-assemble the soil columns and document the (possible) changes in soil condition. Soil samples will be collected from each soil column, and analyzed according to the testing procedures in the Work Plan. We will also collect soil samples from the Test, Control, and Observation Fields for comparison with the bench scale test results. This task includes labor associated with the following items:

- Soil inspection in Test Field and Control Field after organic loading period
- Dis-assembly and inspection of soil columns after rainfall simulation test
- Report of findings (soil scientist)

Task 11. Draft and Final Technical Report

WYA will prepare a draft and final technical report detailing the data and findings of the Organic Loading Study. We will review data collected during the course of the study including reports prepared by subconsultants, and include the information in the technical report. The technical report will include recommendations for ultimate (average and single day) organic BOD loading limits appropriate for the City's disposal/reuse acreage, based on the study purpose stated in the Work Plan.

This task includes labor associated with the following items:

- Assimilate data/records from various activities
- Assimilate laboratory test results (all tests)
- Review reports from odor consultant and soil scientist
- Prepare draft technical report of findings
- Meeting with City staff to discuss draft technical report
- Prepare final technical report

Deliverables: Draft Technical Report, Meeting minutes, Final Technical Report

Task 13. RWQCB Coordination

We will submit the draft technical report and appropriate study data and test results to the Central Valley RWQCB for their review and comment.

This task includes labor associated with the following items:

- Workplan comments and meetings with RWQCB staff
- Draft technical report submittal to RWQCB
- Correspondence to address comments on draft report
- Final technical report submittal & comments

Deliverables: Meetings and correspondence with RWQCB

Equipment Costs

A variety of testing, sampling, and ancillary equipment will be necessary to complete the activities described in the Work Plan for this study. WYA will coordinate with vendors and suppliers for the purchase and/or rental of equipment necessary to complete this study, on behalf of the City. This item includes a ballpark estimate of reimbursable material costs associated with the following items:

- Tensiometers (12)
- Suction Lysimeters (18)
- Field percolate collection bottles
- Suction Lysimeter vacuum pumps (2)
- Soil collection containers
- PWW collection containers
- Percolate collection bottles for test benches

- Percolate storage bottles for refrigerated batches
- Irrigation pipe rental (800 lf @ 8" diameter) for transferring Industrial Process Wastewater to head-ditch at Test Field
- Flow meter (8") rental for irrigation pipe
- Miscellaneous parts to complete test benches
- Miscellaneous parts for lysimeter stations

It is assumed that the soil column test benches and soil columns will be constructed by City staff. Pumps for transferring process wastewater (for collection or irrigation) will be provided by the City.

NOT IN SCOPE

The following items are not included in the scope of this proposal:

- Disposal field irrigation (except Test and Control Fields as described herein)
- Forage crop management in disposal fields
- Flow monitoring in disposal fields (except Test and Control Fields as described herein)
- Waste Discharge Requirements (WDR) update negotiation/correspondence with RWQCB
- Public notification of study activities
- Obtain permits (if required) for study activities

PROJECT BUDGET

The total fee for the scope of work described above is estimated to be \$290,840.00 including equipment purchases and rentals. A summary of the project costs by task is shown in Table 1, and a detailed breakdown is attached. WYA will perform all work on an hourly basis at standard company charge rates, and will not exceed the estimated cost without written authorization. If additional budget is required to complete work identified herein, WYA will request City authorization prior to exceeding the budget.

Table 1. Fee Estimate for Proposed Scope of Services

Task	Total Budget, dollars	WYA Budget, dollars	Odor Subconsultants Budget (CES), dollars	Mitchell Johns, dollars	Laboratory Costs, dollars
Task 1. Project Management	20,200	20,200	—	—	—
Task 2. Field Equipment Installation and Removal	15,345	15,345	—	—	—
Task 3. Field Loading and Monitoring	16,400	16,400	—	—	—
Task 4. Odor Study	29,150	3,900	25,250	—	—
Task 5. Rain Percolate Collection in Field Lysimeters	3,400	3,400	—	—	—
Task 6: Soil Column Construction and Inspection	12,800	10,600	—	2,200	—
Task 7: Soil Column Loading and Monitoring	32,350	30,150	—	2,200	—
Task 8: Rainfall Simulation on Soil Columns	6,300	6,300	—	—	—
Task 9: Laboratory Coordination	81,050	19,050	—	—	62,000
Task 10: Soil Column Destruction and Analysis	8,200	6,000	—	2,200	—
Task 11: Draft and Final Technical Report	48,300	48,300	—	—	—
Task 12: RWQCB Coordination	4,200	4,200	—	—	—
Equipment Costs	13,145	—	—	—	—
Total	290,840	183,845	25,250	6,600	62,000

SCHEDULE

Preliminary work for the implementation of this study has already begun in preparation for the upcoming PCP canning season. A detailed schedule showing all of the proposed activities and milestones is included on page 46 of the Work Plan. We expect the bulk of the study activities to be completed by the end of October. Additional percolate monitoring in the irrigation/disposal fields, and completion of the Technical Report are expected by March of 2009.

Mr. Charles Swimley

July 18, 2008

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Please note that it may be necessary to extend the study through next summer's canning season (as specified in the City's NPDES permit). We have structured this Land Discharge Organic Loading Study (Work Plan and Implementation Scope) with the goal of completion in a single season instead of two.

WYA appreciates the opportunity to provide additional engineering services to the City. Please contact me if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in blue ink, appearing to read "Matt Wheeler", is written over the typed name.

Matthew J. Wheeler
Principal Engineer

attachment

cc: Del Kerlin, City of Lodi



WEST YOST ASSOCIATES, INC.

2008 Billing Rate Schedule

(Effective January 5, 2008 through December 31, 2008)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	200
Engineering Manager	191
Principal Engineer/Scientist	174
Senior Engineer/Scientist	157
Associate Engineer/Scientist	140
GIS Analyst	140
Engineer II/Scientist II	124
Engineer I/Scientist I	107
Construction Manager III	151
Construction Manager II	140
Construction Manager I	129
Resident Inspector III	117
Resident Inspector II	109
Resident Inspector I	95
Sr. Designer/Sr. CAD Operator	101
Designer/CAD Operator	89
Technical Specialist II	87
Technical Specialist I	76
Engineering Aide	63
Administrative IV	89
Administrative III	79
Administrative II	67
Administrative I	56

Outside Services such as vendor reproductions, prints, shipping, and major WYA reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.

Direct Costs including general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 5% of WYA labor charges.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 10%.

Computers are billed at \$25 per hour for specialty models and AutoCAD.

A Finance Charge of 1.5 percent per month (an Annual Rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented by WYA, and to all employment categories including regular full-time, part-time, limited term and contract personnel as defined in WYA's Employee Handbook.

*This schedule will be updated annual

WEST YOST ASSOCIATES, INC.
2008 Billing Rate Schedule
(Cont'd.)

(Effective January 5, 2008 through December 31, 2008)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	308
GPS, 2-Person	263
GPS, 1-Person	207
Survey Crew, 2-Person	224
Survey Crew, 1-Person	168

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	75
pH Meter	5	23
Automatic Sampler	120	639
Transducer/Data Logger	38	184
Hydrant Pressure Gage	11	46
Hydrant Pressure Recorder (HPR)	—	184
Hydrant Wrench	5	29
Pitot Diffuser	27	120
Well Sounder	27	120
Ultrasonic Flow Meter	—	242
Vehicle	80	400
Velocity Meter	11	59
Water Quality Multimeter	163	865
Thickness Gage	—	64

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING AN ADDITIONAL TASK ORDER FOR WEST
YOST & ASSOCIATES TO IMPLEMENT AND PREPARE THE
LAND DISCHARGE ORGANIC LOADING STUDY REQUIRED
BY THE CITY'S WASTEWATER DISCHARGE PERMIT AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City's new wastewater discharge permit includes requirements for a number of studies to be conducted and plans or reports to be developed on various aspects of the City's wastewater treatment operations; and

WHEREAS, on December 19, 2007, Council authorized West Yost & Associates to proceed with preparing work plans for various studies required by the Permit; and

WHEREAS, the Organic Loading Study will follow the Organic Loading Study work plan that was approved by the State Central Valley Regional Water Quality Control Board on June 4, 2008, for the City's land application areas; and

WHEREAS, the Study is required to evaluate the need for a maximum daily Biological Oxygen Demand (BOD) loading limit and the potential impacts associated with the use of irrigation water containing elevated organic loads to the City's land application areas at the White Slough Water Pollution Control Facility; and

WHEREAS, the primary source of organic loading is the food processing wastewater discharge from the Pacific Coast Producers (PCP) cannery, and PCP has committed to reimbursing the City \$271,892 for the portion of the Study costs directly related to their discharge; and

WHEREAS, the Permit requires the City to complete the study by April 1, 2009 and non-performance would subject the City to significant fines; and

WHEREAS, staff will present bring back to the Council a reimbursement agreement between PCP and the City of Lodi outlining the terms and conditions of the reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize an additional task order for West Yost & Associates to implement and prepare the White Slough Water Pollution Control Facility Land Discharge Organic Loading Study required by the City's Wastewater Discharge Permit; and

BE IT FURTHER RESOLVED that funds in the amount of \$319,000 be appropriated from the Wastewater Operating Fund to cover the \$290,840 cost of the Study and provide a 10% contingency.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing Additional Task Orders with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$175,000)
MEETING DATE: August 6, 2008
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing additional task orders with Treadwell & Rollo regarding PCE/TCE cleanup and appropriating funds as shown below.

BACKGROUND INFORMATION: Staff and our consultants are moving forward on the implementation of the initial phase of the PCE/TCE cleanup program. The first permanent facilities to be constructed include soil vapor extraction and treatment (SVET) and groundwater extraction and treatment (GWET) systems located in the Central Plume Source Area.

The proposed Task Orders 13 and 14, attached as Exhibits A and B, respectively, are for detailed design, specifications, and bid documents for the initial phase facilities, including up to nine vapor extraction wells, two groundwater extraction wells, and the associated treatment facilities for both. The SVET facilities will be vapor granular activated carbon (GAC) filters and the GWET facilities will include air stripping and liquid GAC treatment. The estimated construction cost for these facilities is \$648,000.

Installation and operation of these facilities are requirements of the Cleanup and Abatement Order for the City of Lodi City-wide Area Groundwater Plume (CAO) and the Source Area Removal Action Engineering Evaluation/Cost Analysis (EE/CA). State Central Valley Regional Water Quality Control Board (Board) is processing the CAO for approval by fall 2008. The Draft EE/CA is in review by the Board and approval is also anticipated by fall 2008. The proposed initial facilities conform to the CAO and EE/CA.

The locations for the SVET and GWET facilities are presented in Exhibits C and D, respectively. Groundwater flow modeling results previously presented to the City Council form the basis for the well sizing, screening intervals, and location. These facilities are a part of the planned City-wide remediation program facilities. The operation and performance of these initial facilities and their impact upon monitored soil and groundwater PCE concentrations will be used to guide the placement and design of the future facilities.

Construction should begin on the SVET and GWET facilities in late 2008, with operations beginning in early 2009. The SVET system is forecast to operate for approximately six years. The GWET system is permanent. A separate proposal for operation and maintenance of these facilities will be presented to the City Council at a future meeting.

FISCAL IMPACT: There will be increased costs for operation and maintenance that will be borne by the Central Plume Fund.

FUNDING AVAILABLE: Requested Appropriation: Central Plume Fund (190) \$175,000

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

APPROVED: _____
Blair King, City Manager



7 July 2008
Project: 3923.25 – Lodi Task No. 13 SVE Design

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
221 West Pine Street
Lodi, California 95240

Subject: Lodi Task No. 13 - Preparation of SVE Detailed Design, Specifications, and Bid Documents
Central Plume, Lodi, California

Dear Mr. Sandelin:

Under Lodi Task No. 13, Treadwell & Rollo, Inc. (Treadwell & Rollo) will prepare detailed designs, specifications, and bid documents for the first phase (Phase I) of the soil vapor extraction (SVE) system for the Central Plume Source Area in Lodi, California. The objective of the work is to prepare the plans for construction of facilities to remove primarily tetrachloroethene (PCE) impacted soil gas from soil pores. Phase I will address the area of highest PCE soil gas concentrations in the city block bounded by Pine, Church, Oak, and Pleasant streets.

The Central Plume is regulated by the Central Valley Regional Water Quality Control Board (Water Board) under Cleanup and Abatement Order (CAO) No. R5-2004-0043. The Water Board has prepared a draft revised CAO for the Central Plume area dated 7 May 2008. As part of the draft CAO, an Engineering Evaluation and Cost Analysis (EE/CA) is required for the Central Plume Source Area. Treadwell & Rollo prepared the draft EE/CA, which was approved by the City of Lodi with revisions on 27 June 2008, and the revised draft EE/CA was submitted to the Water Board on 7 July 2008.

SVE has been used as a remedy to remove PCE from the soil gas since 2000 at the Central Plume Source Area. Testing has included SVE and dual-phase extraction (DPE). The results of this testing have demonstrated that SVE is highly effective, and to-date, approximately 6 tons of PCE have been removed.

Over the past several months, Treadwell & Rollo prepared a conceptual-level cost estimate for the SVE system, including engineering design. This plan was reviewed by the City and finalized on 8 June 2008, including revisions requested by the City. Since then, the City has evaluated the needed level of detail for the SVE design documents. In a teleconference on 27 June 2008, the City indicated its preference for detailed design and provided a facsimile list of needed items as part of that design. The description below presents our scope of work to prepare the documentation and provide the City's needed level of detail.

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
7 July 2008
Page 2

SCOPE OF WORK

Treadwell & Rollo will perform the scope of work in the following activities:

SVE Design Engineering

Treadwell & Rollo will design the SVE system, which is expected to include nine vapor extraction wells and vapor-phase granular activated carbon treatment. Using results from SVE and DPE testing, we will identify the location, size, screen interval, flow rate, instrumentation, and piping for extraction wells, the location, size, backfill, and vaults for piping, and the location, size, piping, equipment, treatment system influent flow rates and anticipated PCE concentrations. The design will include details specified by the City on 27 June 2008.

SVE Design Drawings

Treadwell & Rollo will prepare engineering drawings to construct the SVE system. The drawings will include details specified by the City in a facsimile dated 27 June 2008. The drawings will include the following:

- Title sheet, including project location and map
- Notes and general specifications
- Site plan, including utility locations
- Piping and instrumentation diagrams
- Well, well head, vault, and trench details
- Treatment system layout
- Enclosure details, including instrumentation panel, slab, masonry, and roof details
- Electrical details

SVE Specifications and Bid Documents

Treadwell & Rollo will prepare engineering specifications and bid documents to select contractors to construct the SVE system. The specifications will include details needed by the contractors to evaluate the remedial system construction and prepare bids for comparison with other bidding contractors.

SCHEDULE

Treadwell & Rollo will provide the results of our work according to the following durations and due dates:

- Engineering – July 2008
- Drawings – July – August, due date of 17 July for 50% of the design drawings
- Specifications and bid documents – September- October, due date of 18 October for specifications and bids

Our ability to complete our work according to this schedule is dependent on a number of factors. These factors include available data, decisions by the City such as location of the SVE treatment system, reviews by the City and the Water Board, permitting by regulatory agencies, and others. We will keep the City apprised of our schedule and make adjustments with the City's prior consent as needed.

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
7 July 2008
Page 3

FEE ESTIMATE

To accomplish this scope of work, we estimate our fees to be approximately \$70,000, which is subdivided according to the following:

- Engineering – \$25,000
- Drawings – \$30,000
- Specifications and Bid Documents – \$15,000

This level of effort is needed to provide the necessary detail for project control. For reference, our conceptual cost estimate included design costs for a lower level of detail based on our DPE testing design drawings. This lower level of detail required approximately half the scope and fees compared to this scope in Task No. 13.

If you agree with the scope of Task No. 13, please provide a copy of your authorization. Treadwell & Rollo appreciates the opportunity to provide you continuing services. If you have any questions, please contact Patrick Hubbard at (415) 955-9040.

Sincerely yours,
Treadwell & Rollo, Inc.



Patrick Hubbard, PG, CEG
Principal Geologist



Philip Smith, REA II
Vice President

39232504.PBH

7 July 2008

Project: 3923.25 –Lodi Task No. 14 Groundwater Design – Central Plume Source Area

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
221 West Pine Street
Lodi, California 95240

Subject: Lodi Task No. 14 - Preparation of Groundwater Detailed Design, Specifications, and Bid Documents
Central Plume Source Area, Lodi, California

Dear Mr. Sandelin:

Under Lodi Task No. 14, Treadwell & Rollo, Inc. (Treadwell & Rollo) will prepare detailed designs, specifications, and bid documents for a groundwater extraction and treatment system for the Central Plume Source Area in Lodi, California. The objective of the work is to prepare the plans for construction of facilities to mitigate the down-gradient migration of tetrachloroethene (PCE) dissolved in groundwater. The Central Plume Source Area includes the general area of highest PCE groundwater concentrations in the city block bounded by Pine, Church, Oak, and Pleasant streets.

The Central Plume is regulated by the Central Valley Regional Water Quality Control Board (Water Board) under Cleanup and Abatement Order (CAO) No. R5-2004-0043. The Water Board has prepared a draft revised CAO for the Central Plume area dated 7 May 2008. As part of the draft CAO, an Engineering Evaluation and Cost Analysis (EE/CA) is required for the Central Plume Source Area. Treadwell & Rollo prepared the draft EE/CA, which was approved by the City of Lodi with revisions on 27 June 2008, and the revised draft EE/CA was submitted to the Water Board on 7 July 2008.

Based on groundwater flow modeling for the City, Treadwell & Rollo evaluated the potential for groundwater extraction and treatment to mitigate the down-gradient migration of PCE. The results of this modeling indicate that the extraction and treatment will likely be effective under the conditions assumed for the model. The modeling results were accepted by the Water Board in a meeting on 25 October 2007.

Over the past several months, Treadwell & Rollo prepared a conceptual-level cost estimate for the groundwater extraction and treatment system, including engineering design. This plan was reviewed by the City and finalized on 8 June 2008 including revisions requested by the City. Since then, the City has evaluated the needed level of detail for the groundwater extraction and treatment design documents. In a teleconference on 27 June 2008, the City indicated its preference for detailed design and provided a facsimile list of needed items as part of that design. The description below presents our scope of work to prepare the documentation and provide the City's needed level of detail.

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
7 July 2008
Page 2

SCOPE OF WORK

Treadwell & Rollo will perform the scope of work in the following activities:

Groundwater Extraction and Treatment Design Engineering

Treadwell & Rollo will design the Central Plume Source Area groundwater extraction and treatment system, which is expected to include two groundwater extraction wells and air stripping and/or water-phase granular activated carbon treatment. We expect that additional groundwater flow simulations may be needed to refine our design. Using results from groundwater flow modeling, we will plan for the location, size, screen interval, flow rate, instrumentation, and piping for extraction wells. We will recommend the location, size, backfill, and vaults for piping, and the location, size, piping, equipment, influent flow rates and PCE concentrations for the treatment system. The design will include details specified by the City on 27 June 2008.

Groundwater Extraction and Treatment Design Drawings

Treadwell & Rollo will prepare engineering drawings to construct the groundwater extraction and treatment system. The drawings will include details specified by the City in a facsimile dated 27 June 2008. The drawings will include the following:

- Title sheet, including project location and map
- Notes and general specifications
- Site plan, including utility locations
- Piping and instrumentation diagrams
- Well, well head, vault, and trench details
- Treatment system layout
- Enclosure details, including instrumentation panel, slab, masonry, and roof details
- Electrical details

Groundwater Extraction and Treatment Specifications and Bid Documents

Treadwell & Rollo will prepare engineering specifications and bid documents to select contractors to construct the groundwater extraction and treatment system. The specifications will include details needed by the contractors to evaluate the remedial system construction and prepare bids for comparison with other bidding contractors.

SCHEDULE

Treadwell & Rollo will provide the results of our work according to the following durations and due dates:

- Engineering – July 2008
- Drawings – July – August, due date of 17 July for 50% of the design drawings
- Specifications and Bid Documents – September- October, due date of 18 October for specifications and bids

Our ability to complete our work according to this schedule is dependent on a number of factors. These factors include available data, decisions by the City such as location of the groundwater extraction and

F. Wally Sandelin
Public Works Director
Department of Public Works
City of Lodi
7 July 2008
Page 3

treatment system, reviews by the City and the Water Board, permitting by regulatory agencies, and others. We will keep the City apprised of our schedule and make adjustments with the City's prior consent as needed.

FEE ESTIMATE

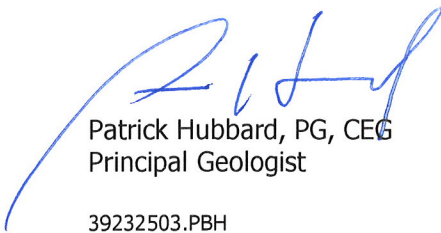
To accomplish this scope of work, we estimate our fees to be approximately \$75,000, which is subdivided according to the following:

- Engineering – \$25,000
- Drawings – \$35,000
- Specifications and Bid Documents – \$15,000


This level of effort is needed to provide the necessary detail for project control. For reference, our conceptual cost estimate included design costs for a lower level of detail based on our DPE testing design drawings. This lower level of detail required approximately half the scope and fees compared to this scope in Task No. 14.

If you agree with the scope of Task No. 14, please provide a copy of your authorization. Treadwell & Rollo appreciates the opportunity to provide you continuing services. If you have any questions, please contact Patrick Hubbard at (415) 955-9040.

Sincerely yours,
Treadwell & Rollo, Inc.



Patrick Hubbard, PG, CEG
Principal Geologist
39232503.PBH



Philip Smith, REA II
Vice President

INITIAL PHASE

Exhibit C

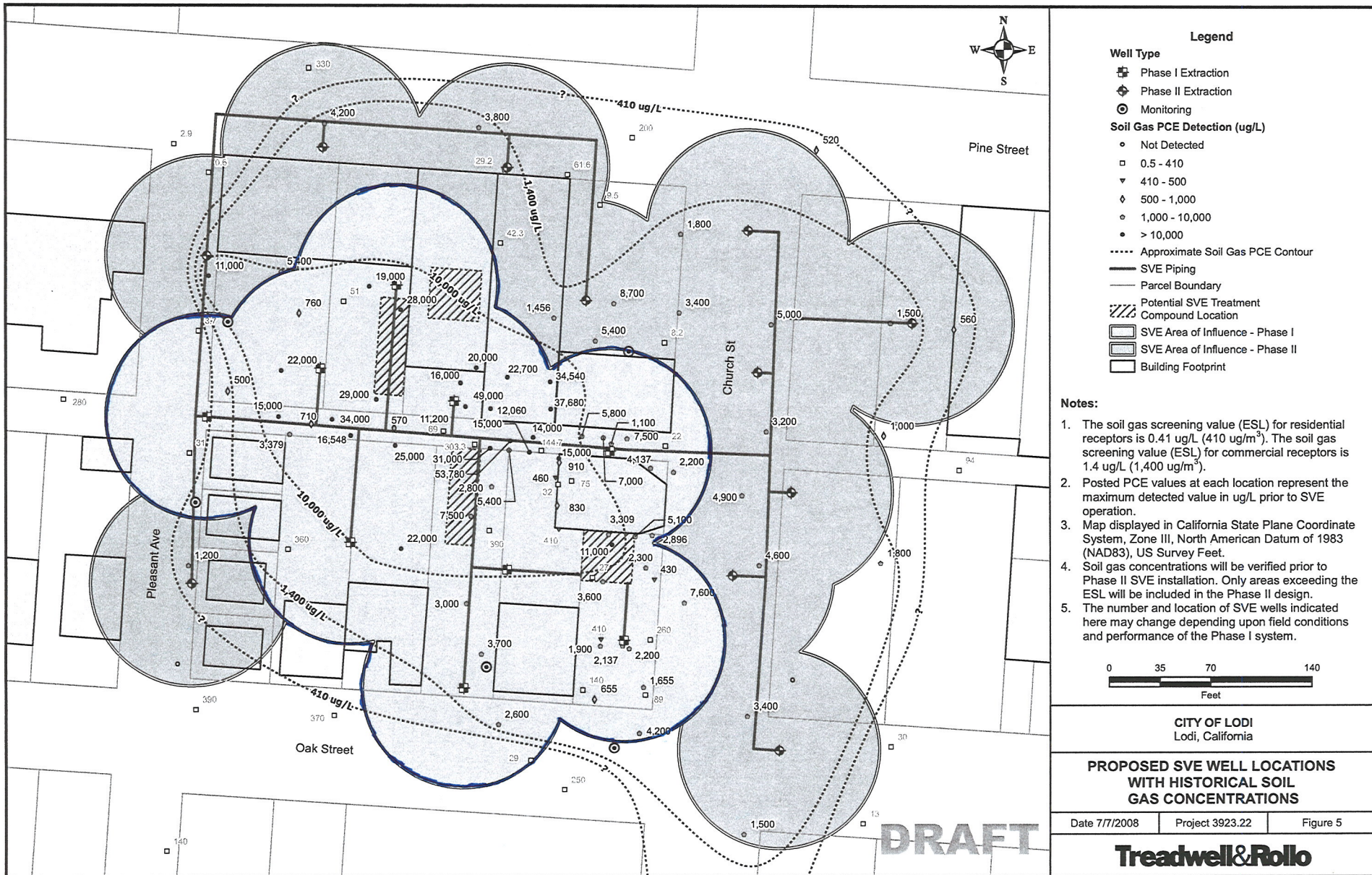
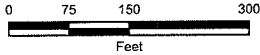


Exhibit D



- Legend**
- Monitoring Well
 - ◆ Town Well
 - Extraction Well
 - Piping
 - - - Tetrachloroethylene Groundwater Isoconcentration Contour
 - ▭ Central Plume Source Area
 - ▭ Parcel Boundary
 - ▭ Building Footprint

- Notes:**
1. The soil gas screening value (ESL) for residential receptors is 0.41 ug/L (410 ug/m³). The soil gas screening value (ESL) for commercial receptors is 1.4 ug/L (1,400 ug/m³).
 2. Groundwater isoconcentration contours for tetrachloroethylene (PCE) represent interpreted conditions for the shallow zone during the third quarter of 2007 (Treadwell & Rollo, 2008a).
 3. Map displayed in California State Plane Coordinate System, Zone III, North American Datum of 1983 (NAD83), US Survey Feet.
 4. The number and location of extraction wells may change depending upon field conditions and well performance.



CITY OF LODI
Lodi, California

**PROPOSED GROUNDWATER
EXTRACTION WELL AND
TREATMENT SYSTEM LOCATIONS**

Date 7/4/2008	Project 3923.22	Figure 6
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Treadwell & Rollo

DRAFT

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING ADDITIONAL TASK ORDERS WITH
TREADWELL & ROLLO REGARDING PCE/TCE CLEAN
UP AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, staff and our consultant, Treadwell & Rollo, of San Francisco, California are moving forward on the implementation of the initial phase of the PCE/TCE cleanup program. The first permanent facilities to be constructed include soil vapor extraction and treatment (SVET) and groundwater extraction and treatment (GWET) systems located in the Central Plume Source Area; and

WHEREAS, the proposed Task Orders 13 and 14 are for detailed design, specifications, and bid documents for the initial phase facilities, including up to nine vapor extractor wells, two groundwater extraction wells, and the associated treatment facilities for both. The SVET facilities will be vapor granular activated carbon (GAC) filters and the GWET facilities will include air stripping and liquid GAC treatment; and

WHEREAS, the estimated cost of Task Orders 13 and 14 is \$175,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize additional task orders with Treadwell & Rollo, of San Francisco, California, regarding PCE/TCE cleanup; and

BE IT FURTHER RESOLVED that funds in the amount of \$175,000 be appropriated from the Central Plume Fund for this project.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Amendment Extending Term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve an amendment to the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement extending the term one year.

BACKGROUND INFORMATION: The City has participated in the Northeastern San Joaquin County Groundwater Banking Authority (GBA) since its inception in 2001. This joint powers authority was formed as a successor to the East San Joaquin Parties Water Authority to further plan and set in motion projects to enhance our groundwater basin.

In 2006, the GBA Board recommended an amendment to the agreement to extend the sunset date to June 30, 2008. At this time, the GBA Board has recommended a new amendment to further extend the date to June 30, 2009. At this point, the City’s annual “dues” of \$20,000 does not change. Staff is in support of this recommendation. Copies of the amendments and the current agreement are attached.

FISCAL IMPACT: The City’s annual contribution to the Authority has been \$20,000 per year over recent years, as well as staff time participating in various meetings. The City receives various benefits from participation in the Authority; including information sharing, participation in studies partially funded by grants, future grant fund potential and general support for area water supplies.

FUNDING AVAILABLE: Water Fund (180451) – Budgeted Fiscal Year 2008/09

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments
cc: Charlie Swimley, Water Services Manager

APPROVED: _____
Blair King, City Manager

**EXTENSION OF THE NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER
BANKING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT
(GBA Agreement A-08-01)**

**ARTICLE VII
TERM; WITHDRAWAL; TERMINATION**

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2008 until June 30, 2009. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Extension Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____ (SEAL)
Deputy Clerk

By _____
KEN VOGEL, Chairman
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal
corporation of the State of California

CLERK

By: _____
Title: _____

"STOCKTON"

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK RANDI JOHL

By: _____
Title _____

APPROVED AS TO FORM:

"LODI"

D. STEPHEN SCHWABAUER
CITY ATTORNEY



ATTEST:

STOCKTON EAST WATER DISTRICT

CLERK

By: _____

Title: _____

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By : _____

Title: _____

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

“NSJWCD”

ATTEST:

CLERK

ATTEST:

CLERK

ATTEST:

CLERK

APPROVED AS TO FORM:
DAVID WOOTEN
County Counsel

By _____

County Counsel

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
NORTHEASTERN SAN JOAQUIN COUNTY
GROUNDWATER BANKING AUTHORITY**

THIS AGREEMENT is made by and among the San Joaquin County Flood Control and Water Conservation District ("County District"), the City of Stockton ("Stockton"), the City of Lodi ("Lodi"), Stockton-East Water District ("SEWD"), Central San Joaquin Water Conservation District ("Central"), Woodbridge Irrigation District ("Woodbridge"), North San Joaquin Water Conservation District ("NSJWCD"), Central Delta Water Agency ("Central Delta") and South Delta Water Agency ("South Delta") collectively called the "Members". The Members hereby agree as follows:

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01. Creation of Authority. Pursuant to Government Code Section 6500 et seq. there is hereby created a public entity to be known as the "Northeastern San Joaquin County Groundwater Banking Authority" which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purpose of this Agreement is to provide a consensus-based forum of public water interests concerning Northeastern San Joaquin County that will work cooperatively with unanimity toward achieving the goal as defined in Section 1.03 and speak on behalf of the Members with one voice.

Section 1.03. Goal. The long-term goal of the Authority is to facilitate the development of locally supported groundwater banking projects that improve water supply reliability in Northeastern San Joaquin County and to provide benefits to project participants and San Joaquin County as a whole. The Authority's short-term goals are as follows:

- (a) To participate in the design and implementation of the Freeport Regional Diversion Project so as to provide benefits to project participants and San Joaquin County.
- (b) To create an entity with the power to finance and construct specific projects.
- (c) To apply for grant funding to support the activities of the Authority.

ARTICLE II
POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to the making and entering into contracts.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 and to the restrictions upon the manner of exercising such powers that are imposed upon the County District in the exercise of similar powers.

ARTICLE III
GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), one appointed by each of the Member entities with a designation of two alternative Directors to serve as a replacement for the appointed Director as needed, to serve at the pleasure of their appointive governing body. The Board shall be called the "Northeastern San Joaquin County Groundwater Banking Authority Board". All voting power of the Authority shall reside in the Board.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 et seq.

Section 3.03. Minutes. The Secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the summary minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors, or designated alternative Director. An affirmative vote of at least a majority of all Directors, or designated alternative Director shall be required for any action of the Board. Five votes shall be required to pass any action of the Board

Section 3.06. Bylaws. The Board may adopt, from time to time, such bylaws and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IV
OFFICERS AND EMPLOYEES

Section 4.01. Chair, Vice-Chair, and Secretary. The Board member from the County District shall be the Chair and in the Board member's absence the alternate member from County District shall act as Chair. The Board shall elect a Vice-chair from among the Directors. The

Vice-chair shall serve at the pleasure of the board, shall perform the duties normal to said office, and

- A. The chair shall sign all contracts authorized by the Board and shall represent the Board as directed by the Board and perform such other duties as may be imposed by said Board;
- B. The vice-chair shall act, sign contracts and perform all of the chair's duties in the absence of the chair; and
- C. The San Joaquin County Director of Public Works shall be the Secretary and provide staff to the Authority. The Secretary shall countersign all contracts signed by the chair or vice-chair on behalf of the Authority, perform such other duties as may be imposed by the Board.

Section 4.02. Treasurer and Auditor.

A. The County Treasurer shall be the depository, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505 and 6505.5. The County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the County Auditor.

B. The County Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The County Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 4.03. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the County Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 4.04. Employees and Consultants. The Board may make recommendations to the County District for the employment of employees or consultants to provide services to the Authority to accomplish the purposes of the Authority. The County District may employ employees and consultants and may execute contracts, supervise and direct, and provide payment for such employees and consultants.

ARTIVLE V
ACCOUNTS AND REPORTS: FUNDS

Section 5.01. Accounts and Reports. The County Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 5.02. Funds. The County Treasurer shall receive, have the custody of and disburse Authority funds on warrants drawn by the County Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

Section 5.03. Annual Budget. The County District shall adopt a budget for the Authority. The Authority Board may make recommendations to the County District concerning the budget. The County District shall provide funds as set forth in the adopted budget which shall be limited to planning activities when using Zone 2 funds. Other members shall make contributions which shall be included in the budget adopted by the County District.

Section 5.04. Intention for Reimbursement for Expenditures From Bond Proceeds. It is the intention of the Members that the advancement of monies by any Members for the expenses of the operational needs of the Authority may be reimbursed from the proceeds of bonds, if issued, for the water development projects undertaken by the Authority or by its successor organization, by vote of the Board.

ARTICLE VI
ASSOCIATE MEMBERSHIP

Section 6.01. California Water Service Company and the Farm Bureau. CalWater and the Farm Bureau may be associate members of the Authority with one position each on the Board of Directors of the Authority. The associate members shall be entitled to participate in the meetings and discussions of the Board but the associate members shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VII
CONTEMPLATED PROJECT

It is contemplated that some or all of the Members will enter into subsequent agreements for the construction, operation, and maintenance of a project. Participation in this agreement is not a firm commitment by any individual Member to enter into a groundwater banking project.

ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. This Agreement shall become effective as of the date hereto and shall continue in full force and effect until June 30, 2003.

Section 7.02. Withdrawal of Member. A Member may terminate its Membership in the Authority at any time upon giving written notice of the withdrawal to the Authority.

Section 7.03. Disposition of Assets. Upon termination of this Agreement, all remaining net assets of the Authority, both real and personal, shall be transferred to the County District.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended by unanimous consent of the Member agencies at any time, or from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

By Caroline Garcia
Deputy Clerk



SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By Vieta Moss
Chairman
Board of Supervisors

"COUNTY DISTRICT"

ATTEST:

Patricia M. Alessi
CLERK

CITY OF STOCKTON, a municipal
corporation of the State of California

By: Mark Lee
Title: City Manager

"STOCKTON"

APPROVED AS TO FORM

CITY ATTORNEY
BY David M. Carter
Deputy City Attorney

June 27, 2001

- 5 -

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

Susan J. Blackston
SUSAN J. BLACKSTON, CITY CLERK

By: Alan S. Nakanishi
ALAN S. NAKANISHI
Title: MAYOR

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

CLERK

By: _____
Title: _____

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____
Title: _____

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: _____
Title: _____

“WOODBIDGE”

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title _____

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

K. M. Kaffer

CLERK

By: *Andrew Watkins*

Title: *PRESIDENT*

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

“CENTRAL”

ATTEST:

WOODBRIIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

“WOODBRIIDGE”

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title _____

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

CLERK

By: _____

Title: _____

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT



CLERK

By:  _____

Title: President

"CENTRAL"

ATTEST:

WOODBRIIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

"WOODBRIIDGE"

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title: _____

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

CLERK

By: _____

Title: _____

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

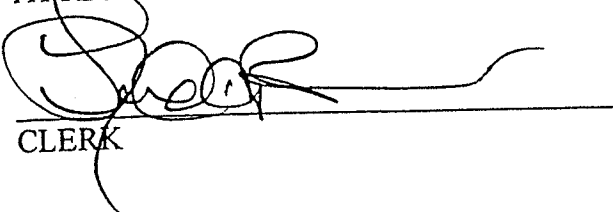
By: _____

Title: _____

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT



CLERK

By: Anders Christensen

Title: Anders Christensen, Secretary

“WOODBIDGE”

ATTEST:

CLERK


ATTEST:

CLERK

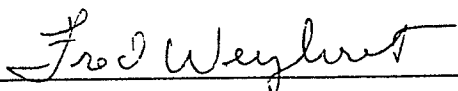
ATTEST:

CLERK

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By 
MICHAEL MCGREW
Assistant County Counsel

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

By: 

Title: President

"NSJWCD"

CENTRAL DELTA WATER AGENCY

By: _____

Title: _____

"CENTRAL DELTA"

SOUTH DELTA WATER AGENCY

By: _____

Title: _____

"SOUTH DELTA"

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

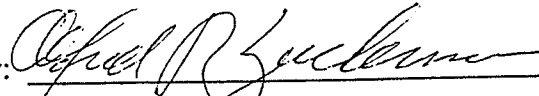
“NSJWCD”

ATTEST:

CENTRAL DELTA WATER AGENCY



CLERK

By: 

Title: PRESIDENT

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

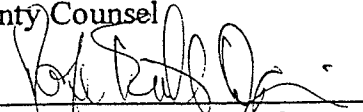
CLERK

By: _____

Title: _____

“SOUTH DELTA”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By 
MICHAEL MCGREW
Assistant County Counsel

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

"NSJWCD"

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

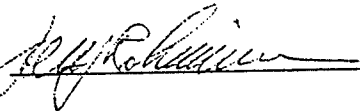
Title: _____

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

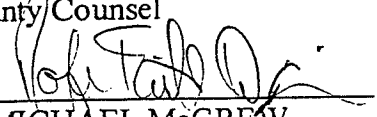
CLERK

By:  _____

Title: Chairman

"SOUTH DELTA"

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By 
MICHAEL McGREW
Assistant County Counsel

A-04-1

**AMENDMENT AND EXTENSION
TO THE NORTHEASTERN SAN JOAQUIN COUNTY
GROUNDWATER BANKING AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

**Article III
GOVERNING BODY**

Section 3.01. Governing Board.

- (a) The governing body of the Authority shall be a Board of Directors ("Board") which shall consist of 10 voting Directors who shall be appointed as follows:
- (1) A representative of the governing body of each Member as appointed by the Member entities.
 - (2) A representative of the following private water purveyors or investor owned utilities, as appointed by the City of Stockton:

California Water Service Company

- (b) Prior to the appointment to the Board of the Directors described in subsection (a)(2) above, those represented entities shall submit a recommendation for appointment to the appointing authority. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment.
- (c) The Members shall appoint one or more persons with the required qualifications to serve as alternate Directors of the Board in the same manner as the Director is appointed by the Members. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such a conflict of interest.

**Article VI
ASSOCIATE MEMBERSHIP**

Section 6.01. The San Joaquin County Farm Bureau may be an associate member of the Authority with a representative serving as an associate member on the Board of the Authority. Associate members shall be entitled to participate in the meetings and discussions of the Board but associate members shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2004, until June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Extension Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____ (SEAL)
Deputy Clerk

By _____
LEROY ORNELLAS, Chairman
Board of Supervisors

"COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal
corporation of the State of California

CLERK

By: _____

Title: _____

"STOCKTON"

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title _____

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

CLERK

By: _____

Title: _____

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By : _____

Title: _____

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

“NSJWCD”

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“SOUTH DELTA”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____

County Counsel

A-06-700
(8/29/06)

**EXTENSION OF THE NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER
BANKING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT
(GBA Agreement A-06-02)**

**ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION**

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2006, until June 30, 2008. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Extension Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By Caroline Guico
Deputy Clerk



By Dario L. Marenco
DARIO MARENCO, Chairman
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal
corporation of the State of California

CLERK

By: _____

Title: _____

"STOCKTON"

ATTEST:

CITY OF LODI, a municipal corporation
of the State of California

CLERK

By: _____

Title _____

"LODI"

EXTENSION OF THE NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER BANKING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT (GBA Agreement A-06-02)

ARTICLE VIII TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2006, until June 30, 2008. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: Clerk of the Board of Supervisors of the San Joaquin County Flood Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____ (SEAL) Deputy Clerk

By _____ DARIO MARENCO, Chairman Board of Supervisors "COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal corporation of the State of California

Handwritten signature of Christa K. [unclear] and the word CLERK



By: _____ Handwritten signature of J. Gordon Palmer, Jr.

Title: J. Gordon Palmer, Jr., City Manager

"STOCKTON"

ATTEST:

CITY OF LODI, a municipal corporation of the State of California

CLERK

By: _____

Title _____

"LODI"

EXTENSION OF THE NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER BANKING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

**ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION**

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2006, until June 30, 2008. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Extension Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____ (SEAL)
Deputy Clerk

By _____
DARIO MARENCO, Chairman
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

CITY OF STOCKTON, a municipal
corporation of the State of California

CLERK

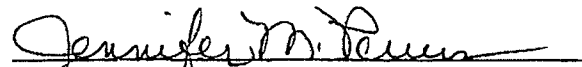
By: _____


Title: _____

"STOCKTON"

ATTEST:

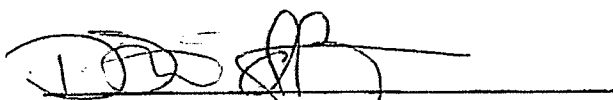
CITY OF LODI, a municipal corporation
of the State of California


CLERK

By: 
Blair King
Title City Manager

"LODI"

APPROVED AS TO FORM:


D. Stephen Schwabauer
City Attorney

CLERK

[Handwritten Signature]

By:

Paul M. Sanguinetti

Title:

PRESIDENT

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By:

Title:

"CENTRAL"

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By:

Title:

"WOODBIDGE"

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By:

Title:

"NSJWCD"

ATTEST:

CENTRAL DELTA WATER AGENCY

ATTEST:

STOCKTON EAST WATER DISTRICT

CLERK


By: _____

Title: _____

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT



CLERK

By: 

Title: President

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: _____

Title: _____

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

“NSJWCD”

ATTEST:

STOCKTON EAST WATER DISTRICT

CLERK

By: _____

Title: _____

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER
CONSERVATION DISTRICT

CLERK

By: _____

Title: _____

"CENTRAL"

ATTEST:

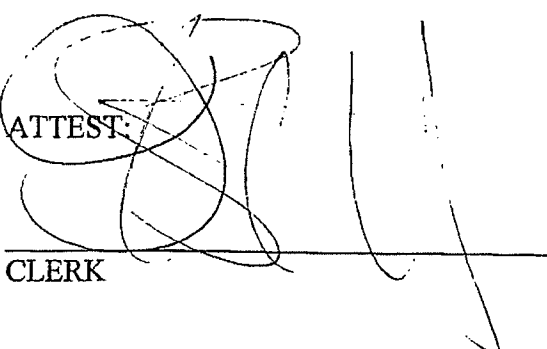
WOODBIDGE IRRIGATION DISTRICT

CLERK

By: William T. ...

Title: President

"WOODBIDGE"

ATTEST: 

CLERK


NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

By: Fred Weyburn

Title: President

"NSJWCD"

ATTEST:


CLERK *Manager + co-counsel*

CENTRAL DELTA WATER AGENCY

By: *George Craig Jr*

Title: President

“CENTRAL DELTA”

ATTEST:

CLERK

SOUTH DELTA WATER AGENCY

By: _____

Title: _____

“SOUTH DELTA”

ATTEST:

CLERK

CALIFORNIA WATER SERVICE
COMPANY

By: _____

Title: _____

“CAL WATER”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

By:  _____

Title: _____

“SOUTH DELTA”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

By: _____

Title: _____

"SOUTH DELTA"

ATTEST:

CALIFORNIA WATER SERVICE
COMPANY

CLERK

By: *Thomas S. ...*

Title: *Vice President*

"CAL WATER"

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

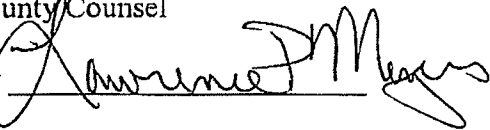
By: _____

Title: _____

“SOUTH DELTA”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____



Deputy County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

CLERK

By: _____

Title: _____

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE
COMPANY

CLERK

By: _____

Title: _____

“CAL WATER”

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By _____

County Counsel

APPROVED AS TO FORM AND CONTENT

By  _____
Assistant City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Negotiate and Execute a Cooperative Agreement with San Joaquin Council of Governments (SJCOG) for East Lodi Avenue Improvement Project (\$120,000)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to negotiate and execute a cooperative agreement with the San Joaquin Council of Governments (SJCOG) for the East Lodi Avenue Improvement Project.

BACKGROUND INFORMATION: The San Joaquin Council of Governments administers the regional sales tax, Measure K. Measure K provides funding for a variety of projects, including flexible congestion relief. Previously, the City requested the funds be allocated to the Lower Sacramento Road, Union Pacific Railroad to Turner Road project. Now that the project is near completion, staff has requested that the \$120,000 remaining on that project be re-allocated by SJCOG to the East Lodi Avenue Improvement Project to cover the expense of preparing plans, specifications, and bidding for the project to be completed by City staff.

Staff has submitted the request to SJCOG and the cooperative agreement was presented for approval at the July SJCOG Board meeting. The East Lodi Avenue Improvement Project Design Guidelines were approved by the City Council at the July 2, 2008 meeting.

FISCAL IMPACT: Without approval of the cooperative agreement, the City would not receive Measure K funding and would need to utilize other Streets funds for the design of the project.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Tiffani Fink, Transportation Manager

FWS/TMF/pmf

cc: Tiffani M. Fink, Transportation Manager
Paula Fernandez, Senior Traffic Engineer

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING COOPERATIVE AGREEMENT BETWEEN
SAN JOAQUIN COUNCIL OF GOVERNMENTS AND
THE CITY OF LODI FOR EAST LODI AVENUE
IMPROVEMENT PROJECT

=====

BE IT RESOLVED, that the Lodi City Council hereby approves the Cooperative Agreement between the San Joaquin Council of Governments and the City of Lodi for the East Lodi Avenue Improvement project; and

BE IT FURTHER RESOLVED, that the City Manager and City Clerk are hereby authorized to execute this Agreement on behalf of the City of Lodi.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize the City Manager to Enter into a Contract with: 1) PBS&J to Provide Planning Services and Prepare and Environmental Impact Report; and 2) PMC, Inc., to Provide Project Management Services for a Proposed Sutter Gould Medical Facility at West Lane and Harney Lane, to be Reimbursed by Applicant.

MEETING DATE: August 6, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with: 1) PBS&J to provide planning services and prepare an Environmental Impact Report; and 2) PMC, Inc., to provide project management services for the 30-acre South Hutchins Street Annexation Project located on the southwest corner of West Lane and Harney Lane to accommodate a Sutter Gould Medical Facility.

BACKGROUND INFORMATION: Staff proposes the City hire consultants to provide planning and project management services for a Sutter Gould Medical Facility. The contract amount with PBS&J (\$362,245) exceeds the City Manager's signature authority. PMC's fee ranges from \$100 to \$130 per hour, with an expected average of 20 hours per week until planning services are completed. Staff will negotiate a reimbursement agreement to ensure that applicants Sutter Gould and developer Michael Carouba pay the full cost of processing and evaluating the proposed project.

Staff issued a Request for Proposals for the professional services and received responses from six firms. Staff determined that PBS&J, Inc., is the most qualified to provide planning services for the entire 30-acre area, which is currently within the City's Sphere of Influence and designated Planned Residential Reserve in the Lodi General Plan. The consultants will serve as an extension of staff, subject to City oversight. Current staffing levels do not allow this work to be performed in-house.

Authorizing the City Manager to enter into these contracts is not an endorsement of the project.

FISCAL IMPACT: None

FUNDING AVAILABLE: N/A

Peter Pirnejad
Interim Co-Community Development Director

PP/dm/im
Attachments

1. PBS&J Professional Services Contract
2. PMC Professional Services Contract

APPROVED: _____
Blair King, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2008, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY 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.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents 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 from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

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

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT 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

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT 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

CONSULTANT 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.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants 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 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

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

Section 4.4 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 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

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

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

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

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY 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.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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 4.9 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 in 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
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party 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, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement 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 CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 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 4.14 Captions

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

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

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 4.18 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 4.19 Authority

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

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, 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, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

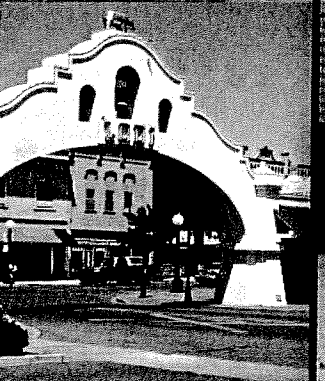
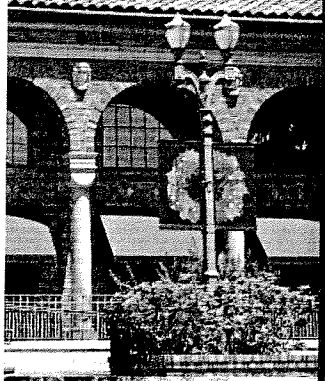
By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____



Proposal to Provide Planning Services and Prepare the Environmental Impact Report for the

West Lane Annexation Project

City of Lodi

June 2008



An employee-owned company

June 2, 2008

Mr. Peter Pirnejad, Planning Manager
City of Lodi
Community Development Department, Planning Division
City Hall, 221 West Pine Street
Lodi, CA 95241-1910

Subject: Proposal to Provide Planning Services and Prepare the Environmental Impact Report for the West Lane Annexation Project

Dear Mr. Pirnejad:

PBS&J would like to offer to the City of Lodi our experience providing planning and environmental consulting services. We welcome the opportunity to submit this proposal to help the city maintain its standards of excellence with processing planning applications and associated environmental documentation. PBS&J's philosophy is to do what it takes to help our clients achieve their goals.

PBS&J presents the full range of technical skills, management expertise, and commitment required for success with our highly qualified urban planners, CEQA practitioners, and transportation technical professionals. The PBS&J Team has the expertise and commitment required to successfully provide planning services and to prepare the environmental impact report for the West Lane Annexation Project. PBS&J is widely recognized for advancing state-of-the-art planning, urban design, and environmental sustainability applications. Our team is on the cutting edge in addressing community objectives for environmental, economic, and social sustainability and integrates these objectives into our client's projects.

PBS&J's urban planners have extensive experience with development review efforts. We get the big picture, understand the process, and know how all the pieces fit together—from the development plan, zoning, and the general plan, to infrastructure studies, development agreements, and CEQA analysis. We understand the interrelationship between these elements and we are skilled in ensuring that each one moves forward in a concurrent manner. Our CEQA practitioners successfully prepare legally adequate environmental impact reports, know how to integrate them with development plans, and understand the complexities of development projects and how to analyze them at a project level. Our transportation technical professionals bring extensive experience in the evaluation of transportation impacts due to project development.

We look forward to the possibility of collaborating with the staff at the City of Lodi on this project and we are committed to providing the high level of effort and dedication that has distinguished our prior planning services and environmental projects.

Sincerely,

PBS&J



Christine M. Kronenberg, AICP
Senior Environmental Project Manager



Vance E. Jones
Senior Planner

PBS&J[®]

Scope of Work

Based on the PBS&J team’s understanding of the project, the scope of work is organized into the following distinct components:

- Task 1 Project Initiation
- Task 2 Planning Services
- Task 3 Environmental Impact Report
- Task 4 Project Meetings and Public Hearings

The scope of work outlines the PBS&J team’s role and identifies specific tasks for each of the above components.

TASK 1 PROJECT INITIATION

The PBS&J team will attend one project initiation meeting with city staff to define and gain a clear understanding of project objectives, identify key stakeholders, brainstorm work program elements (including scope, budget, and schedule), begin to collect project data and information, and define communication protocols.

The PBS&J team will produce a memorandum summarizing the city’s project objectives, key stakeholders, and communication protocols and will provide a finalized scope of work, budget, and schedule based on the decisions at the project initiation meeting.

TASK 2 PLANNING SERVICES

PBS&J’s planners will act as an adjunct to staff to assist in managing a review process for the West Lane Annexation project through the designation of a planning project manager for this effort who will act as the primary point of contact for the City of Lodi, providing the city’s “go to” person for all issues, questions, and information needs related to the project. Through regular communication with the city, the planning project manager will help direct the ongoing resolution of project issues, review and provide recommended options and solutions on the development plan, coordinate information needs, and monitor the project schedule and budget.

It is anticipated that planning services efforts will focus on facilitating a process that promotes the early identification and resolution of issues. The intent of such an approach is to allow the proposed project to be refined in a manner that is reflective of and facilitates self-mitigation of impacts, and aids the early identification of potential alternatives. Focusing efforts early in the process assists the efficient development of the EIR and related technical documents and allows these documents and associated processes to be structured to best meet the needs of the City of Lodi and the project.

Tasks for Planning Services

Several key tasks and coordination efforts with City staff (bulleted below) will be conducted in an ongoing effort throughout the processing of the project. These planning services will primarily be provided by a PBS&J Senior Planner who will act as Planning Project Manager for this component of the Scope of Work. The Planning Project Manager will be supported by a Project Planner who will assist in tracking information and product needs, scheduling meetings, making phone calls, collecting and managing project data, and providing other project-related tasks.

Key planning services include the following:

- Review of all planning and policy documents relevant to the project area to gain understanding of project context.
- Review the project application, development plan, and supporting information for “completeness” against the City’s submittal requirements.
- Analyze the project for consistency with City policies and regulations (embodied in the City’s General Plan, ordinances, or other regulatory mechanisms).
- Prepare the annexation application to San Joaquin LAFCo, as well as coordinate with the City to secure supporting information needed for the application.
- Prepare amendments to the City’s General Plan that will be needed to accommodate the project.
- Work with City staff for preparation of the exhibit needed to pre-zone the property for annexation.
- Assist with the development agreement (providing strategic input and recommendations on items or issues that should be addressed).
- Facilitate the identification and resolution of project issues.
- Coordinate and attend internal meetings on a biweekly basis, or as needed, with the City to facilitate ongoing progress throughout the entitlement processing.
- Prepare staff reports and presentation materials for public hearings.
- Track and maintain project schedules and budget.

In addition to the above services, project management will occur continuously throughout the project. PBS&J’s Planning Project Manager will be responsible for administration of the Planning Services component of the Scope of Work and will prepare monthly progress reports and perform applicable project accounting tasks.

Labor Assumptions for Planning Services

For the purposes of this Scope of Work, we have assumed that the project will involve a limited level of effort for Planning Services and that these tasks will be completed in a timeframe that will not exceed a 12-month (52-week) period. During this timeframe, the Scope of Work and accompanying budget assumes the following level of effort, which is not inclusive of project meetings or public hearings, which are budgeted under a separate task:

- **Planning Project Manager:** An average of approximately 10 to 12 hours per month, up to 144 hours for the project’s 12-month (52-week) schedule.
- **Project Planner:** An average of approximately 6 hours per month, up to 72 hours for the project’s 12-month (52-week) schedule.

If the project’s timeline exceeds 12 months, or if additional issues arise within this timeframe that require a greater level of effort than is assumed by this Scope of Work, a budget augment may be needed in order to complete this component of the Scope of Work.

These labor assumptions are provided as overall monthly averages, recognizing that some months will require a higher or lesser level of effort, depending on the project’s progress through the City’s

review process. We will provide the services identified in the Scope of Work above, as directed by the City to conduct each task, up to the amount allocated in the budget.

TASK 3 ENVIRONMENTAL IMPACT REPORT

Based on the information provided in the RFP, this scope of work assumes the EIR will include a project-level analysis for the 30-acre site, which includes a proposed 6-acre medical office site (Sutter Gould medical offices). This scope of work assumes the city will provide to PBS&J all relevant planning and policy documents associated with the project site, including GIS files. In addition, this scope of work assumes either the city or the applicant will provide a Phase 1 Environmental Site Assessment (ESA), geotechnical report (if required by the city), drainage report (if required by the city), utility plans, and any other relevant infrastructure engineering plans.

The project site is currently located within the city's sphere of influence (SOI) at the southwest corner of Harney Lane and West Lane. Project approvals include annexation, general plan amendment, prezone, development plan, and development agreement.

This scope of work proposes preparation of the following internal review products: Administrative Draft Notice of Preparation and Initial Study (AD NOP/IS); final NOP/IS; Notice of Completions (NOC); Administrative Draft EIR (ADEIR); Second ADEIR; Screencheck Draft EIR, Draft EIR (DEIR); Notice of Availability (NOA); Administrative Final EIR (AFEIR); Second AFEIR; Screencheck Final EIR, Final EIR (FEIR), and Mitigation Monitoring Plan (MMP). This scope of work assumes three bound copies of all review drafts (AD NOP/IS, ADEIR, Second ADEIR, Screencheck Draft EIR, AFEIR, Second AFEIR, Screencheck Final EIR) along with one electronic copy and one master reproducible copy for City review. The second drafts of the ADEIR and AFEIR were included based on the RFP. If requested by the city, these second review drafts can be removed from the scope.

PBS&J will provide 15 copies of the NOP/IS and DEIR to the State Clearinghouse and will provide the city with 3 bound copies of the NOP/IS, DEIR, and FEIR for city distribution along with a PDF copy of each document on CD and a reproducible master. It is assumed the city will post all public documents on the city's website as well as make any additional copies of the documents.

The following is a review of the tasks required for preparation of the EIR.

Task 3.1 EIR Initiation

As discussed in Task 1, the EIR project manager and deputy project manager will attend a project initiation meeting with city staff. It is anticipated that, in terms of the EIR, the following items will be discussed at this meeting:

- Project description
- Project objectives
- Sources of additional information – including technical studies prepared for the project
- Scope of work
- Format of Notice of Preparation (NOP), Initial Study, and Draft EIR (DEIR)
- Standards of significance
- Key issues, including anticipated significant impacts and foreseeable mitigation measures

- Alternatives to be addressed in the EIR, if available
- Approach to cumulative analysis (including cumulative context and approach to mitigation)
- Schedule

Items that cannot be finalized at the project initiation meeting will be resolved through subsequent verbal and written communication with city staff and the project applicant.

The PBS&J team will review existing background documents and coordinate closely with city staff and the applicant to prepare a detailed project description that will form the basis for the environmental analysis. It is assumed that the project description information will be provided by the project applicant in a timely manner to ensure an accurate and complete project description. The project description will describe the project area, project objectives, scope of the EIR analysis, and anticipated approvals. During this process, the PBS&J team will identify any additional data needs and confirm the need for additional technical studies.

During preparation of the project description, the PBS&J team will work with city staff to refine the range of project alternatives that will satisfy CEQA requirements and respond to public interest and concerns. We recommend that a list of possible alternatives be included in the NOP/IS, however, this is not required. The alternatives will continue to be refined throughout ADEIR preparation, based on input from the public during outreach, responses to the NOP/IS, and the outcome of the environmental analysis.

Key members of the EIR PBS&J team will visit the site to familiarize themselves with the area and any potential issues associated with the location and surrounding uses.

Task 3.2 Notice of Preparation and Initial Study (NOP/IS)

The PBS&J Team will prepare the administrative draft NOP/IS for City review. This scope of work assumes that an Initial Study checklist will be prepared and distributed with the NOP to address issue areas in the checklist that would result in less-than-significant impacts. This will allow for a more focused EIR analysis that addresses the pertinent environmental concerns associated with the project.

The IS will serve as the basis for identifying those issues that require further study in the EIR. Preliminary analysis indicates that the following issues may be adequately addressed in the IS: aesthetics, geology and soils (assumes applicant to provide a geotechnical Report), hazards and hazardous materials, mineral resources, population and housing, public services (police, fire, schools, recreation, and solid waste), and telecommunications. It is assumed that potential physical impacts associated with the provision of services for police, fire, and parks would be offset by applicable fees and would be addressed solely in the IS.

For the IS analysis it is assumed cultural resources could be addressed in the IS. No structures are present on the site, with the exception of a seasonal produce stand. A records search would be conducted at the Central California Information Center and, provided the project site is not considered of moderate or high sensitivity for any unknown archeological or paleontological resources, the impacts can be addressed in the IS. If it is determined the site is considered sensitive for cultural resources PBS&J will discuss with city staff inclusion of a cultural resources section in the EIR. For the hazards analysis, because the site is in active agricultural use, there is the potential for pesticides and fertilizers to be present in the soil. This scope of work assumes a Phase I ESA (and

a Phase II, if required) would be made available to PBS&J to address this issue in the IS. It is PBS&J's understanding that a Phase I and geotechnical study are currently being prepared by the applicant for the entire 30-acre site.

Once finalized, PBS&J will deliver 15 copies of the NOP/IS along with a Notice of Completion (NOC) to the State Clearinghouse to start the required 30-day public review period.

This scope of work assumes the city will advertise availability of the NOP/IS and, if it is determined the project is of statewide, regional, or areawide importance, per CEQA Guidelines sections 150829(c)(1) and 15206, it is assumed city staff will organize a scoping meeting to be held during the 30-day public review period. PBS&J will attend the scoping meeting and be available to discuss the EIR process, as needed. It is assumed city staff will prepare and mail notices and arrange for the room.

Task 3.3 Administrative Draft and Draft EIR

The PBS&J team will prepare a complete, comprehensive, and legally adequate EIR. Agency and public responses received in response to the NOP will be addressed as appropriate in the Draft EIR. The EIR will be prepared in accordance with CEQA, the CEQA Guidelines as recently updated, recent case law, and the local regulations of the City of Lodi. This scope of work anticipates the project is not controversial and will not receive a great deal of public scrutiny.

The environmental setting (existing conditions) will be clearly described in each technical section of the EIR along with the applicable regulatory setting information. The methods of analysis and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section, including any assumptions that are important to understand the models, or modeling techniques used in the analysis or conclusions of the analysis. The level of significance of each environmental impact will be identified both before and after mitigation. Each impact will be numbered, consistent with any corresponding mitigation measures. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and parties responsible for implementation of the measure. The determination of impacts will be based on thresholds of significance developed in accordance with CEQA requirements and the city's environmental guidelines and requirements, and other recently approved environmental documents. Feasible mitigation measures will be developed to reduce or avoid identified adverse impacts, if available.

The technical issue areas that will be addressed in the EIR include air quality and climate change, agricultural resources, biological resources, hydrology and water quality, noise, public utilities (water supply, wastewater, energy), and transportation and circulation. Land use, including compatibility with adjacent uses and consistency with the city's General Plan, will be addressed as a non-impact chapter.

The following describes the specific tasks for completing the ADEIR.

Summary

The EIR will include a summary chapter that sets the context for the EIR, and clarifies for the lay reader the importance of the conclusions of the EIR. The summary will briefly describe the EIR process, the project and alternative descriptions, potentially controversial issues, and comments received on the NOP/IS. A summary table will be provided, consisting of a matrix of impacts and

mitigation measures, including levels of significance of impacts before and after mitigation for the project. A table summarizing the relative impacts of the alternatives will also be provided.

Project Description

Using text and graphic representations, the PBS&J Team will describe the location and characteristics of the proposed project based on information prepared for the NOP/IS. It is anticipated that information contained in the NOP/IS would be expanded for the EIR project description. The project description will clearly describe the proposed project, project objectives, any adjustments to the project description since the project application was submitted to the City and/or circulation of the NOP/SI, specific project characteristics, construction phasing for the 6-acre site, and actions required to approve the project.

Non-CEQA Analyses

This scope of work proposes a separate chapter preceding the technical sections for the Land Use compatibility and consistency analysis. Land use and planning-related issues are not considered environmental impacts in and of themselves; nonetheless, they are of public concern and the EIR can be used to inform decision makers and the public of project effects in these areas.

Land Use Consistency and Compatibility

Key issues to be addressed in the land use section include consistency with adopted plans and zoning and compatibility with adjacent land uses. The EIR will identify current zoning designations and land use goals and policies contained in the city's General Plan. The EIR will evaluate the extent to which the proposed project is consistent with and supportive of these adopted plans and their relevant policies. The analysis will address consistency with these adopted plans, as well as any future compatibility issues. The PBS&J team will work with the city to ensure that the EIR has the most current information, and that the discussion recognizes the changing environment without presupposing the outcome of any ongoing relevant planning effort.

The EIR will document existing and planned land uses within the project area and adjacent parcels, based on a site visit and review of applicable plans. Major development projects approved or planned for the surrounding area will be identified. Particular attention will be paid to assess how any change in use, intensity, or pattern of land uses associated with the project could affect the area.

CEQA-Required Sections

The EIR will also include other CEQA-required sections including growth-inducing impacts, irreversible environmental effects, and a summary of significant and unavoidable impacts.

Growth-Inducing Impacts. The EIR will discuss the ways that the proposed project could foster direct and/or indirect economic or population growth or the construction of additional housing in the vicinity and how that growth will, in turn, affect the surrounding environment.

Irreversible Environmental Effects. The EIR will evaluate the proposed project for significant irreversible environmental changes consistent with CEQA Guidelines section 15126.2(c).

Significant and Unavoidable Impacts. The EIR will include a summary of all significant and unavoidable impacts identified and discussed in each of the technical sections of the EIR.

Cumulative Impacts. A summary of cumulative impacts identified for the proposed project (discussed in detail in each technical section). The cumulative context will be developed as part of Task 3.1.

Alternatives

This scope of work proposes analyzing up to four alternatives (including the no project, an off-site, and reduced-intensity alternatives). The basis for selecting each alternative will be provided along with a discussion of alternatives that were considered but rejected or evaluated with a lesser level of analysis. The alternatives analysis will be qualitative and impacts of the project alternatives will be compared to those of the proposed project. Where impacts of the alternatives and the proposed project are similar, the EIR will briefly explain why the impacts would be similar. The EIR will contain more detail in cases where impacts would differ between the alternatives and the proposed project. The EIR will also include a table that compares impacts of the proposed project with each of the alternatives.

Evaluation of Technical Issues

The technical sections of the ADEIR will describe the existing physical conditions at the project site. PBS&J will rely upon technical studies prepared for the project, provided by the applicant. This scope of work assumes, if required by the City, that the applicant would provide a geotechnical report and drainage report. Relevant federal, state, and local laws and regulations, including City of Lodi General Plan policies, will be summarized. Feasible mitigation measures will be identified for each significant impact, if available. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and the parties responsible for implementation of the measure.

Below is a discussion of the tasks to be completed to evaluate the technical issues.

Air Quality and Climate Change

The EIR will identify existing sensitive receptors for air pollutants in the vicinity of the project site and summarize existing emissions from the project site. The PBS&J team will prepare an air quality analysis that meets the requirements of the California Air Resources Board (CARB) and the San Joaquin Valley Air Pollution Control District (SJVAPCD). The EIR air quality setting section will include a description of the climatic and topographic factors that influence air quality in the region and the project site; identification of the major criteria air pollutants, Toxic Air Contaminants (TACs) emitted locally and regionally; summaries of recent air pollutant ambient monitoring data; identification of existing pollutant-sensitive land uses in the project area; and a listing of applicable SJVAPCD air pollution control regulations and air quality improvement programs implemented under the current attainment plans.

The EIR air quality impact analysis will include an analysis of air pollutant impacts associated with construction activity of the 6-acre site. The analysis will also include analysis of the 24-acre portion of the site based upon square footage or other development assumptions provided by the City or based upon development potential as allowed by zoning. Construction equipment emits ozone precursors and construction activities generate particulate matter that could adversely affect regional and local air quality. Construction-phase project air pollutant emissions and fugitive dust from exposed soils (particulate matter) will be estimated using CARB's URBEMIS 2007 model. Model inputs will be based on SJVAPCD guidance for construction emissions and URBEMIS default

factors for construction activities. Project construction emissions will be compared with significance thresholds.

Air quality impacts associated with operational activities, such as those emissions from new vehicle trips to and from the project site and area source emissions within the site, will be estimated using URBEMIS 2007 or some other comparable SJVAPCD-approved method. If adequate information is available for the proposed commercial uses operational emissions will be quantified to the extent possible. All emission estimates will be compared with the air district's adopted thresholds.

Intersections operating at LOS D or worse will be analyzed and, if necessary, CALINE4 will be used to analyze potential CO hotspots at failing intersections for Existing plus Project and Future plus Project conditions.

Potential impacts associated with toxic air contaminants from both stationary source facilities and mobile sources will be qualitatively evaluated. This scope of work does not include preparation of a Health Risk Assessment.

The Air Quality section will also summarize greenhouse gas emissions (GHG) and global climate change issues in California based on available existing documentation. The analysis will include a summary of typical contributors to GHG emissions and how they are generated from urban development. A summary of information compiled and published by agencies as it relates to water supply and hydrology effects of climate change that may result from GHG emissions will also be presented. Please note that no original research, conclusions, or recommendations will be prepared; the description of existing conditions will rely solely on technical information compiled by the California Energy Commission, California EPA, CARB, Department of Water Resources (DWR), or other local agencies.

Applicable legislation (e.g., Assembly Bill 1493, Executive Order S-3-05, and Assembly Bill 32) will be summarized in a regulatory framework subsection. It should be noted that no air district in California has identified a significance threshold for GHG emissions or a methodology for analyzing climate change impacts related to GHG emissions. This analysis will, however, identify steps California regulatory agencies are taking to provide guidance for calculating emissions and to determine what steps should be taken to reduce GHG emissions in the future. The discussion will also describe the State Attorney General's Office view on how climate change should be assessed.

Methods used to evaluate the extent to which the proposed project would contribute to cumulative global warming effects will be described. A baseline will be developed that includes a determination of baseline GHG emissions on a statewide, regional, and city-wide basis, based on available data. Also based on existing data and with the assistance of the SJVAPCD, an estimate will be made of future regional GHG emissions. Any existing site GHG emissions will also be presented.

The URBEMIS 2007 model will be used to estimate the amount of GHG emissions produced by the project-specific portion of the project. The analysis will also include GHG generation for the 24-acre portion of the site based upon square footage or other development assumptions provided by the City or based upon development potential as allowed by zoning. In the absence of an agency-adopted protocol, to determine the proposed project's GHG emissions, the analysis will use CO2 emissions as a proxy for all GHG emissions, because it is the most commonly produced GHG in terms of both number of sources and volume generated. This is consistent with current reporting protocol of the California Climate Action Registry. The PBS&J team will identify the variables that

could affect these results and how the results compare to available regional or global data. The purpose of providing these data will be for informational purposes and full disclosure under CEQA.

Based on the results, the project's contribution to cumulative GHG (CO₂ emissions) will be discussed relative to baseline city-wide, state, and global GHG estimates. The challenge in assessing the significance of an individual project's contribution to global GHG emissions and associated global climate change impacts is to determine whether a project's GHG emissions—which, it can be argued, are at a micro scale relative to global emissions—result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. The PBS&J Team will work with the City to determine the appropriate significance conclusion. In consultation with the City, the PBS&J Team will describe any features of the proposed project that would help reduce GHG emissions and/or recommend mitigation measures to reduce GHG emissions. The PBS&J team could provide examples of other design features that could further reduce the project's contribution to GHG emissions that the applicant may wish to consider.

The analysis will also qualitatively address potential future effects on water supply availability and increased risk of flood hazards attributed to climate change based on existing data developed by DWR. Readily available published information will be used to characterize such changes. However, no specific quantification of water supply availability effects or hydrologic modeling will be prepared. No calculations will be prepared.

It is important to note that the City of Stockton is in the process of developing its approach to global warming analyses, and is coordinating its effort with the Attorney General, who expressed concern regarding the City of Stockton General Plan EIR. It may be advisable to meet with the City of Stockton to discuss a consistent approach to global warming analyses, especially as it relates to the southward expansion of Lodi towards Stockton.

Agricultural Resources

The PBS&J team will rely upon existing information, such as the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) inventory and existing city data, to identify Important Farmlands on the project site. Due to the undeveloped nature of the site, it is anticipated that future development would result in the loss of agricultural resources. The EIR will evaluate the potential for the intrusion of incompatible uses that could conflict with or preclude viable agricultural activity. The EIR will review the General Plan's proposed goals and policies, in preparing the agricultural resources analyses and will consult with the city to determine the level of significance of effects on agriculture, as well as possible mitigation measures. The section will also address the proposed project's contribution to the cumulative loss of agricultural land in the region. A specific economic analysis associated with removal of active agricultural land will not be conducted as part of this task.

Biological Resources

The proposed project site is presently undeveloped and has previously been used for agriculture, but is currently fallow. The site could provide foraging habitat for Swainson's hawk or other raptor species. To prepare the biological resources section, the PBS&J Team will review aerial photographs, and conduct an initial search of the California Natural Diversity Database (CNDDDB), and the special status species lists from the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) to determine if the site has the potential to support habitat for state or federally designated special status species. In order to

confirm this assumption, and the need to assess potential impacts of the proposed project for CEQA purposes, the PBS&J team will conduct a general or reconnaissance-level biological field survey of the entire project site to document biological resources.

Hydrology and Water Quality

The EIR will identify any issues related to flood risk and will discuss the relevant federal and state regulations and programs. The EIR will also summarize relevant regulations that govern drainage and water quality, including the California Department of Water Resources and city requirements.

The PBS&J team will describe the existing site drainage conditions, including existing collection and treatment capacity, based on information obtained from the city. The current status of surface water drainage improvements and current city standards for storm drainage will be characterized. The potential physical impacts of the installation of new or the modification of existing storm drain infrastructure will be discussed in the appropriate technical sections of the EIR. It is anticipated that some type of storm drain infrastructure would be required for, at a minimum, the 6-acre portion of the site.

Existing surface and groundwater resources (depth and direction of flow, quality) will be described based on existing available documents. Applicable federal, state, and local regulations, including but not limited to, NPDES construction and operational storm water regulations, will be identified. City policies and standards pertaining to the management of storm water runoff will be described.

Noise

The proposed project would be required to comply with all city noise standards and be consistent with the noise element of the City of Lodi General Plan. The PBS&J Team will evaluate the proposed project to determine if it would conflict with any local noise regulations, the General Plan, or whether it would have any noise-related impacts.

Noise monitoring will be conducted to determine existing ambient noise levels in the vicinity of the project site. A Larson-Davis model 814 precision sound level meter will be used. This meter satisfies the American National Standards Institute for general environmental noise measurement instrumentation. Monitoring will be conducted at up to five locations in and around the project site.

The EIR will describe the type of noise-generating construction activity that would occur associated with development of the 6-acre portion of the site and the likely pieces of construction equipment that would be used, if provided by the project applicant. The remainder of the project site will be analyzed based upon assumptions for development of the site based upon development potential defined by the zoning. Distances to any nearby sensitive receptors will also be determined. Construction noise impacts on these sensitive receptors will be assessed based on US EPA construction noise factors. The City of Lodi General Plan and Municipal Code will be reviewed to determine if exemptions exist for construction noise that could reduce the need for the proposed project to meet local noise standards during construction.

Construction activities associated with the proposed project could generate ground borne vibration. Impacts will be assessed using average vibration level ranges for typical construction equipment developed by the Federal Railroad Administration. Groundborne vibration levels will be compared to appropriate thresholds.

Using traffic volume numbers from the traffic study, project-generated traffic noise will be modeled using the Federal Highway Administration's Traffic Noise Prediction Model (FHWA-RD-77-108). Traffic noise levels will be compared to local noise standards. Mitigation measures will be recommended to reduce any impacts, if feasible measures are available.

An analysis will also be conducted to determine if nearby noise receptors would be affected by noise from typical building operations, such as the operation of rooftop HVAC equipment. If impacts exist, mitigation measures will be recommended to reduce the impacts, if feasible.

Public Utilities

The EIR will evaluate the ability of utilities to serve the proposed project. Public utilities to be evaluated in the EIR include the provision of water, wastewater, and electricity and natural gas. Storm drainage capacity will be evaluated in the Hydrology and Water Quality section of the EIR. Should 250,000 or more square feet of commercial uses (or equivalent land uses) be proposed in the remaining 24 acres, it is possible that a Water Supply Assessment (WSA) may be required. Per the city, the Department of Public Works will prepare the WSA, if necessary. It is also PBS&J's understanding that the City is currently preparing utility plans for the project, which will be incorporated into the EIR.

Water Supply, Treatment, and Infrastructure

The PBS&J team will describe available water supplies based on information provided by the City, including a review of the city's Urban Water Management Plan. The PBS&J Team will coordinate with the City to determine the appropriate water demand rates for each component of the project. Based on those demand rates, water demand associated with the proposed 6-acre site will be evaluated as well as an estimate of water demand for the remaining 24-acres site. The PBS&J team will conduct an assessment that compares available supplies to calculated demand.

The existing water infrastructure, including the water treatment plant and conveyance and storage facilities that serve the project area will also be described and evaluated for capacity to serve the project based on information provided by the city utilities staff.

Wastewater

The EIR will describe the existing and planned capacity of the Wastewater Treatment Plant. Existing and planned wastewater collection facilities in the project vicinity, including pipelines and lift stations will be identified. The PBS&J team will coordinate with the city to determine the appropriate wastewater generation rates for each component of the project. The EIR will describe and quantify the increased demand for wastewater facilities that could result from implementation of both the 6-acres as well as the remaining 24-acre commercial development. The EIR will identify any required improvements to the wastewater collection and treatment infrastructure.

Electricity and Natural Gas

The PBS&J team will contact PG&E to obtain information on existing and planned electrical and natural gas infrastructure in the area and will provide current demand (usage) and consumption information. The existing and future capacity of PG&E to serve the project will be identified and any shortfalls in supplying electricity and natural gas to the site will be discussed. Generation rates to determine the project's demand for electricity will be identified in consultation with PG&E staff.

Transportation and Circulation

The PBS&J team will prepare both the Transportation Study and the Transportation and Circulation section of the EIR. The following scope of work is based on our initial understanding of the West Lane Annexation project. From a transportation perspective, the 30-acre project site is located just outside the city limits in the West Lane Annexation project area and is largely undeveloped. All of the surrounding parcels to the South, East, and West are primarily agricultural in nature and are predominantly undeveloped. The roadway network in this area is not yet fully developed, and there are therefore only a limited number of ways to go to and from the project site. This will somewhat reduce the number of intersections and roadway segments that need to be analyzed.

Based on our preliminary understanding of the project, we believe the major roadways that will need to be analyzed are US 99, SR 12 (West Kettleman Lane), Harney Lane and Armstrong Lane.

Project Initiation Meeting and Existing Conditions Analysis

The PBS&J Team will meet with City of Lodi staff to finalize the list of study intersections and roadway segments to be analyzed (assumed under Task 3.1). The outcome of the project initiation meeting will be a memorandum documenting the revised scope of work and cost estimate for review and approval by City staff. Based on our current understanding of the project, the following is a list of the intersections and freeway mainline segments that we propose to analyze.

Intersections

1. Hutchins Street/North West Lane
2. East Harney Lane/North Lower Sacramento Road
3. East Harney Lane/West US 99 Ramps
4. East Harney Lane/East US 99 Ramps
5. West Kettleman Lane (SR 12)/ South Hutchinson Street
6. West Kettleman Lane (SR 12)/ South Ham Lane
7. North West Lane/East Armstrong Lane
8. East Kettleman Lane (SR 12)/ South Cherokee Lane
9. Ham Lane/Harney Lane
10. Harney Lane/Reynolds Ranch Parkway (future intersection)

Freeway Facilities

1. SR 99 NB between East 8 Mile Road and East Armstrong Lane
2. SR 99 SB between East 8 Mile Road and East Armstrong Lane
3. SR 99 NB between East Armstrong Lane and East Harney Lane
4. SR 99 SB between East Armstrong Lane and East Harney Lane
5. SR 99 NB between East Harney Lane and East Kettleman Lane (SR 12)
6. SR 99 SB between East Harney Lane and East Kettleman Lane (SR 12)

The PBS&J team will analyze weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak hour traffic operations at these intersections and mainline segments according to the standards and methods identified in the latest version of the City of Lodi’s General Plan and Caltrans, “Guidelines

for the Preparation of Traffic Impact Studies” . We will analyze existing conditions at the study intersections, freeway mainline sections, and freeway weaving sections using the methodology published in the Highway Capacity Manual (HCM 2000). The Synchro software package will be used to study the intersections and the HCS+ software package will be used to analyze the freeway mainline sections and ramp junctions.

We will document the bicycle, pedestrian, and transit facilities within the immediate project vicinity. This includes bike lanes / paths, crosswalks, sidewalks, bus shelters, bus turnouts, and bus routes.

Analysis Scenarios

Based on preliminary discussions PBS&J will evaluate the following scenarios:

1. Existing: will be evaluated under both the existing General Plan (GP) and the proposed update to the GP.
2. Existing + Approved: will be evaluated under both the existing GP and the proposed update to the GP.
3. Existing + Approved + Project: will be evaluated under both the existing GP and the proposed update to the GP.
4. Cumulative without Project – Existing GP: will be evaluated under the existing GP.
5. Cumulative without Project – Proposed GP: will be evaluated under the Proposed GP.
6. Cumulative + Project – Existing GP: will be evaluated under the existing GP.
7. Cumulative + Project – Proposed GP: will be evaluated under the proposed GP.

Data Collection

The data collection will involve a site visit to collect existing field condition data, including roadway facilities, traffic controls, and other development in the vicinity of the proposed project site. Truck, pedestrian, or bicycle volumes will not be collected. The PBS&J Team will obtain traffic studies from other projects in the vicinity, where traffic counts may be available.

The PBS&J team will collect available freeway data from Caltrans. For the study intersections where count data are not available or are more than 12 months old, AM and PM peak hour intersection turning moving counts and ramp counts will be conducted at the locations noted above.

Proposed Project Trip Generation and Distribution

The PBS&J team will determine the project trip generation and distribution for the proposed project based on the project description information and Trip Generation, by the Institute of Transportation Engineers (ITE). The distribution of traffic for Existing Plus Approved Projects, Existing Plus Approved Projects Plus Project, Cumulative Conditions without Project, and Cumulative Conditions with Project will be determined based on complimentary land uses and the surrounding transportation system. Project generated traffic will be assigned to the surrounding transportation system for the AM and PM peak hour conditions.

We will document significance criteria to identify transportation impacts in the EIR. Roadway and local study intersection impacts will be based on California Department of Transportation (Caltrans) level of service standards. Freeway mainline, on-ramp merge sections, off-ramp diverge sections, and ramp terminal intersection impacts will also be based on Caltrans level of service standards.

Existing Plus Approved Projects

The PBS&J team will meet with City staff and obtain information on all approved / proposed development projects in the study area. This development will be added to the Existing Conditions analysis. The PBS&J Team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Existing Plus Approved Projects conditions. This analysis will be performed based on both the adopted and proposed General Plan standards.

Existing Plus Approved Projects Plus Project

The PBS&J team will analyze the impacts of the proposed project under near-term conditions. New trips generated by the planned project will be assigned to the local street and regional freeway system. The PBS&J Team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Existing Plus Approved Projects Plus Project conditions.

Based upon the standards of significance for intersections, freeway mainline, freeway on-ramp merge section, freeway off-ramp diverge section, bicycles, and pedestrians, project impacts will be identified and mitigation measures will be recommended. Mitigation measures may include modifications to the roadway network and traffic control devices and will reflect applicable policies and practices. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on both the adopted and proposed General Plan standards.

Cumulative Conditions without Project

The PBS&J team will meet with city staff to determine the future year (2025 or 2030) that will be used for this project. We will obtain information on all the land use changes projected to occur between the Existing and Cumulative year, and all planned / programmed street improvements scheduled to occur in the study area by this out-year. Future background traffic volumes will be based on the San Joaquin Council of Governments (SJCOG) 2007 adopted travel demand model.

The PBS&J team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Cumulative without Project conditions. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on the adopted General Plan standards.

Cumulative Conditions with Project

The PBS&J team will also analyze the impacts of the proposed project under long term conditions. New trips generated by the project will be assigned to the local street and roadway system. The PBS&J team will analyze AM and PM peak hour traffic operations at the study intersections, freeway mainline, and ramp junctions under Cumulative with project conditions.

Based upon the standards of significance for intersections, freeway mainline, freeway on-ramp merge section, freeway off-ramp diverge section, bicycles, and pedestrians, project impacts will be identified and mitigation measures will be recommended. Mitigation measures may include modifications to

the roadway network and / or traffic control devices and will reflect applicable policies and practices. A textual discussion of the feasibility of proposed mitigation measures will be included and will focus on available right-of-way and possible building impacts.

This analysis will be performed based on both the adopted and proposed General Plan standards.

Documentation and Meetings

The PBS&J team will document the results of the analysis in a Transportation Study and prepare the corresponding Transportation and Circulation section of the EIR.

The PBS&J team will respond to one set of comments on the Draft Transportation Study. We have budgeted 30 hours to respond to comments. If additional time or analysis is needed to respond to the comments, we will submit a supplemental scope of work.

The PBS&J Transportation Team will meet hold up to a total of four (4) meetings with Caltrans, SJCOG or any other agencies as necessary to discuss the methodology and the results. If additional meetings are required they will be performed as additional services.

Second Administrative Draft EIR

Based upon city comments on the Administrative Draft EIR, the PBS&J team will prepare a Second Administrative Draft EIR for city review. If the city determines that this additional draft is not required, it can be removed from the scope of work.

Screencheck DEIR

Based on one consolidated set of comments on the ADEIR (or Second ADEIR, as appropriate), the PBS&J team will prepare a Screencheck DEIR that will incorporate modifications made to the ADEIR and will be provided to the City to ensure that all agreed to revisions are incorporated prior to publication.

Draft EIR

The PBS&J team will revise the Screencheck DEIR and prepare the DEIR for the required 45-day public review. It is assumed that review of the Screencheck DEIR will not result in any new technical analysis or substantial text revisions. After city review of the Screencheck, the PBS&J team will incorporate one set of consolidated comments provided by the city and will prepare the document for publication. The PBS&J team will prepare the NOA to provide to the City for distribution, and will prepare the NOC and file the NOC and 15 copies of the DEIR with the State Clearinghouse.

This scope of work assumes the city will mail the NOA to interested parties and advertise the document's availability in a local newspaper.

Task 3.4 Administrative Final and Final EIR

Public and agency comments on the DEIR generally require only clarification and expansion of the EIR analysis and/or recognition of the commenters' concerns about the project being considered. In some cases, however, additional analysis may be required. Because new impacts can trigger recirculation of the DEIR, which could alter the project schedule, it is important to identify issues for recirculation as quickly as possible. Therefore, after the close of the 45-day public comment period on the DEIR, the PBS&J Team will begin preparation of the Administrative Final EIR

(AFEIR) with a review of all public and agency comments, followed by a meeting with city staff (if determined necessary) to discuss the most critical comments. This approach will ensure that critical path items are identified immediately, and that the most difficult or sensitive comments receive ample attention.

Comment letters will be organized by federal, state, local jurisdiction, members of the public and by date received. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation. Where necessary, the text of the DEIR will be revised in a track changes format to indicate text that has been deleted (by strike-out) or new text has been inserted (by underline). Possible master responses (responses that address major, repetitive comments on the document) will also be identified. If comments received exceed the assumptions of this scope, the EIR project manager will immediately contact the city and project applicant regarding a revised scope and budget for this task.

The FEIR will include:

- List of commenters;
- Comments and responses to comments;
- Summary of text changes;
- Revised summary table; and MMP.

A text change chapter will summarize changes in chapters and section of the DEIR made in response to comments received.

Consistent with CEQA requirements, the FEIR will also include a Mitigation Monitoring Program (MMP). The MMP will be designed to ensure compliance with all adopted mitigation measures. The MMP will be in a table format, and will specify mitigation measures, timing of the action, and parties responsible for implementation and monitoring.

The MMP will be prepared in an agreed to format and will consist of:

- All mitigation measures;
- Timing and frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring;
- Standards for compliance; and
- Verification of compliance.

Second Administrative Final EIR

Based upon city comments on the Administrative Final EIR, the PBS&J team will prepare a Second Administrative Final EIR for city review. If the city determines that this additional draft is not required, it can be removed from the scope of work.

Screencheck and Final EIR

Based on one consolidated set of comments on the AFEIR provided by the city, the PBS&J team will revise the AFEIR and prepare a Screencheck FEIR for city review. The Screencheck FEIR will incorporate modifications made to the AFEIR and will be provided to the team to ensure that all agreed to revisions are incorporated prior to publication. It is assumed that review of the Screencheck

FEIR will not result in any new technical analysis or substantial text revisions. After city review of the Screencheck, the PBS&J team will incorporate one consolidated set of comments provided by city staff and prepare and prepare the FEIR.

It is assumed that the FEIR will be distributed by the city at least 10 days prior to the EIR certification hearings. The PBS&J team will also prepare the NOD for posting at the county offices after certification of the EIR to start the 30-day Statute of Limitations.

Prepare Findings of Fact and Statement of Overriding Considerations

The PBS&J team will draft the Findings of Fact and Statement of Overriding Considerations using a format to be provided by the city. The PBS&J team will revise the Findings document based on comments provided by the city and will provide the final document to the city.

Task 3.5 EIR Project Management

The EIR process requires regular communication between the EIR team and city staff. The EIR project manager will maintain regular contact with city staff, by phone, facsimile, and electronic mail. PBS&J's project director, senior environmental manager, Christine Kronenberg, AICP, will oversee preparation of each component of the environmental analyses and PBS&J, project manager, Chris Mundhenk will coordinate interaction between the EIR team, including city staff, PBS&J's planning team, and the project applicant and its consultants. This scope and budget assumes 7.5 hours per month for the project manager and 8 hours per month for the deputy project manager over the 12-month (52-week) schedule.

TASK 4 PROJECT MEETINGS AND PUBLIC HEARINGS

Task 4.1 Meetings with City Staff and Project Team

The scope of work provides for biweekly meetings with city staff over the 12-month (52-week) schedule. The budget for task 4 assumes up to two hours per meeting (plus travel time) at the City of Lodi offices or up to two hours for conference calls, as needed in lieu of meeting at the city. The budget also assumes four hours per month of internal PBS&J EIR team meetings.

During the 12-month timeframe, the PBS&J team has assumed the following attendance for meetings and conference calls with city staff:

Planning Services: The Planning Services project manager or project planner will be available to attend the following meetings.

- One project initiation meeting with city staff (per Task 1)
- Up to twenty-six biweekly meetings and/or conference calls with city staff

EIR Services: The EIR project manager and either the EIR project director or EIR deputy project manager will be available to attend the following meetings.

- One project initiation meeting with city staff (per Task 1)
- Up to twenty-six biweekly meetings and conference call with city staff
- One NOP scoping meeting with city staff

Task 4.2 Public Hearings

The scope of work and budget assumes the EIR project director's and planning services project manager's attendance at up to seven public hearings, as follows:

- Two Planning Commission
- Three City Council
- Two San Joaquin LAFCo

For the purposes of the budget, the PBS&J team assumes three hours per public hearing (plus travel time). The PBS&J team will prepare all necessary staff reports and make presentations at the public hearings, as directed by staff.

Budget

The proposed budget is based on the PBS&J Team hours and associated direct costs to complete the identified Scope of Work tasks, as illustrated on the following page.

BUDGET ASSUMPTIONS

There are a number of factors that could influence the budget. The proposed budget is based on the Scope of Work (Section 2) and the following assumptions:

- The City will provide information, as necessary, to PBS&J in a coordinated and unified manner.
- There are no major revisions to, or significant changes in the direction of, the proposed project.
- The processing of the project is not significantly delayed or compressed from the identified schedule due to technical, political, or other issues. It is assumed work will be completed by the end of 12 months.
- The effort of the Planning Project Manager does not exceed 12 hours per month.
- The effort of the Project Planner does not exceed 8 hours per month.
- PBS&J's costs are based on the assumption that any technical studies to be prepared by the project applicant are complete and will form the basis of relevant impact analyses. In addition, the proposed budget is based on the applicant providing the level of detail necessary in the project description to prepare a project-level analysis.
- Should additional technical analysis be required in the EIR beyond that identified in this scope of work following public and agency review of the NOP/IS and/or comments received on the DEIR, PBS&J would contact the City to renegotiate the budget to include any additional work upon specific direction and authorization by the City.
- The EIR will analyze a total of four project alternatives (including the No Project Alternative). PBS&J assumes the City or applicant representatives will provide information on alternatives considered but dismissed and any relevant project information for PBS&J to use in describing and evaluating alternatives.
- PBS&J will attend up to 7 public hearings and up to 26 meetings with staff. Additional meetings and hearings will be negotiated separately, at the written request of the applicant. The cost of the applicant/staff meetings assumes approximately 3 hours per meeting, including travel time to meet at City offices and one hour via conference call. The cost of public meetings/hearings is based on individual billing rates and mileage (see attached compensation schedule). It is assumed that each public meeting would take a total of six hours, inclusive of travel time and preparation.
- PBS&J will prepare public notices for the City to distribute the NOA, NOP/IS, DEIR, and FEIR. PBS&J will prepare the NOC and deliver 15 copies of the NOP/IS and DEIR to the State Clearinghouse. PBS&J will prepare the NOD, but the City will post the NOD at the County Clerk's office.
- It is assumed the ADEIR and DEIR will be approximately 500 pages with appendices, double sided. The AFEIR and FEIR, including the MMP, will be 250 pages double sided.

- If the project extends beyond twelve months from the time the contract is signed, for reasons outside of PBS&J's control, PBS&J will have the right to submit a revised budget, which could include a revised set of billing rates and make concomitant adjustments in the project budget.
- The budget for printing/Xerox/distribution costs is an estimate, which assumes approximately 5% of the total gross budget amount. PBS&J will charge actual printing/Xerox/distribution costs to the project, plus 15% (PBS&J administration fee on expenses).

Lastly, it will be important to continuously monitor budget status throughout the course of the project. PBS&J will promptly notify the City should costs exceed estimates or if out of scope work is requested.

**City of Lodi West Lane Annexation Project
Cost Estimate for Planning Services & EIR**

Project Title Billing Title	Project Director	Project Manager	Deputy Project Manager	Planning Project Manager	Project Planner	Technical	Technical	Technical	Technical	Technical	Word Processing	Graphics/GIS	Hours Per Task	Cost Per Subtask	Cost Per Task	
	Senior Manager	Project Manager	Assoc Manager	Senior Planner II	Senior Planner I	Sr. Trans Manager	Sr. Planner /Engineer	Planner I	Planner II	Assoc Scientist						
Task 1	Project Initiation		8	4		8	4							24	\$ 3,260	\$ 3,260
Task 2	Planning Services				144	72								216	\$ 32,040	\$ 32,040
Task 3	EIR															
Task 3.1	EIR Initiation	6	4	4			8	8	4	8	8			50	\$ 6,970	\$ 6,970
Task 3.2	NOP/Initial Study		4	40								4	4	52	\$ 5,600	\$ 5,600
Task 3.3	Administrative Draft and Draft EIR															\$ 172,535
	Administrative Draft EIR			2										2	\$ 220	
	Introduction			4								6		10	\$ 950	
	Summary		2	12								6		20	\$ 2,090	
	Project Description								36			6		42	\$ 3,930	
	Land Use Consistency and Compatibility									40				4	\$ 44	\$ 3,740
	Agricultural Resources											50		4	\$ 54	\$ 7,340
	Air Quality and Climate Change											45		4	\$ 49	\$ 6,640
	Biological Resources											40		4	\$ 44	\$ 5,940
	Hydrology and Water Quality											48		4	\$ 52	\$ 7,060
	Noise		8			80	290				48	48	48	474	\$ 69,900	
	Transportation and Circulation													45	\$ 4,275	
	Public Utilities			12										12	\$ 1,320	
	CEQA Required Sections		4	35								4		43	\$ 4,710	
	Alternatives	8	40	60									28	136	\$ 15,340	
	Technical review/Production		36	54					6	8	12	24		140	\$ 15,610	
	Second Administrative Draft EIR		28	48					4	6	8	24	4	122	\$ 13,330	
	Screencheck Draft EIR	4	24	40										92	\$ 10,140	
	Draft EIR															
Task 3.4	Administrative Final and Final EIR								2	4	8	24		106	\$ 11,810	\$ 40,990
	Administrative Final EIR	4	24	40										88	\$ 9,720	
	Second Administrative Final EIR		16	35										18	\$ 7,460	
	Screencheck Final EIR	4	10	16								16		46	\$ 5,000	
	Final EIR		4	24								4		32	\$ 3,500	
	Mitigation Monitoring Program		4	24										4	\$ 3,500	
	Prepare Findings													210	\$ 25,740	\$ 25,740
Task 3.5	EIR Project Management	24	90	96												
Task 4	Project Meetings & Public Hearings															
Task 4.1	Meetings with City Staff and Project Team	26	104	72	104									306	\$ 41,850	\$ 41,850
Task 4.2	Public Hearings															\$ 9,225
	Planning Commission (first)		5		5									10	\$ 1,525	
	Planning Commission (second)		5		5									10	\$ 1,525	
	City Council (first)		5		5									10	\$ 1,525	
	City Council (second)		5		5									10	\$ 1,525	
	City Council (third)		5		5									10	\$ 1,525	
	San Joaquin LAFCo (first)				5									5	\$ 800	
	San Joaquin LAFCo (second)				5									5	\$ 800	
	Total Hours	101	430	658	291	76	88	298	56	107	227	248	92	2,672		
	Hourly Rate	\$ 145	\$ 130	\$ 110	\$ 160	\$ 125	\$ 215	\$ 150	\$ 85	\$ 95	\$ 140	\$ 85	\$ 85			
	Total PBS&J Labor	\$ 14,645	\$ 55,900	\$ 72,380	\$ 46,560	\$ 9,500	\$ 18,920	\$ 44,700	\$ 4,760	\$ 10,165	\$ 31,780	\$ 21,080	\$ 7,820		\$ 338,210	\$ 338,210
Expenses																\$ 20,900
	Printing/Xerox/Distribution														\$ 15,000	
	Miscellaneous														\$ 1,500	
	Traffic Counts														\$ 4,000	
	Records Search														\$ 400	
Subtotal																\$ 359,110
PBS&J Administration Fee (15% of Expenses)																\$ 3,135
Total Budget																\$ 362,245

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2008, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Pacific Municipal Consultants, dba PMC, a California corporation, (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY 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.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents 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 from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing

agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

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

The City acknowledges and agrees that the Consultant has invested considerable time and money that would be difficult to quantify in the training and development of Consultant's employees. Therefore, without receiving the Consultant's written permission, the City agrees not to hire, retain or contract with any employee of Consultant who performs services for the City under this Agreement for a period of one year from the date this Agreement is terminated.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT 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

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT 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

CONSULTANT 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.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated in Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants 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 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

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

Section 4.4 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 4.5 Insurance Requirements for CONSULTANT

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

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

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

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

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

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY 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.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of

said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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 4.9 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 in 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
 Blair King, City Manager
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: PMC
 Philip O. Carter, President
 2729 Prospect Park Drive, Suite 220
 Rancho Cordova, CA 95670

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party 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, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement 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 CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 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 4.14 Captions

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

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

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 4.18 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 4.19 Authority

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

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, 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, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____



July 9, 2008

Peter Pirnejad
Planning Manager
CITY OF LODI
221 W. Pine St.
Lodi, CA 95240

**RE: PROPOSAL AND STATEMENT OF QUALIFICATIONS TO PROVIDE
CONTRACT PLANNING SERVICES TO THE CITY OF LODI FOR THE SOUTH
HUTCHINS STREET ANNEXATION PROJECT**

Dear Mr. Pirnejad:

Thank you for the opportunity to meet with us and to submit this letter proposal offering our contract staff services to the City of Lodi. This proposal provides a brief overview of our company, our services, qualifications of our personnel, and current hourly rates.

PMC OVERVIEW

PMC is dedicated to serving the needs of cities, counties, and other governmental agencies by providing a complementary range of municipal finance, planning, environmental, and management services. PMC provides comprehensive staff contract assistance, environmental services, General and Specific Plan preparation, LAFCo/annexation services, fiscal and impact fee studies, infrastructure and facility finance planning, regulatory permitting assistance, public relations, community outreach, housing, grant writing, and all aspects of current and advanced planning assistance to our clients.

The firm was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since that time, PMC has provided its wide range of services to more than 200 cities, counties, and special districts throughout the western United States. The company has grown steadily and today consists of more than 220 employees working from our nine primary offices and other project locations.

Our dedication to providing effective consulting services has established PMC as a recognized industry leader. We offer professional part-time and full-time contract staff with a variety of specializations and expertise to supplement the agency's work force capabilities. When PMC provides contract staff to an agency, we are committing the resources of our entire firm.

PMC is fully prepared to support the efforts of the staff we assign to your jurisdiction and to share our experience with you. Our work for agencies throughout California provides us with practical, first hand

knowledge of successful programs, policies, and documents that address a wide range of issues affecting communities today.

CONTRACT STAFF PLANNING

We have provided long-term and temporary planning assistance to many agencies in California, ranging from small, rural communities to large, urban cities. In the Central Valley, PMC provides assistance to the cities of Stockton, Modesto, Hughson, Ceres, Livingston, Fresno, and Hanford. We are familiar with the issues facing cities in San Joaquin County and the surrounding area.

Our on-call services offer an effective and cost-efficient way to respond to your department's fluctuating workload. For current planning projects, PMC staff is able to process applications from initial review to hearings. Specific tasks typically include review for application completeness, project and site plan analysis, corresponding with project sponsors, conducting (or managing) CEQA review, preparing staff reports and analysis, coordinating noticing and other City procedures, and participating in necessary meetings and hearings.

LAFCo SERVICES

PMC staff has provided planning services and/or prepared studies for more than a dozen LAFCO clients throughout California, and possesses a thorough understanding of OPR Guidelines, LAFCO policies and procedures, the Cortese-Knox Local Government Reorganization Act, and changes to the Act made pursuant to AB 2838 (Herzberg) in 2000. At the core of the changes were reforms aimed at discouraging urban sprawl, preserving open space and prime agricultural lands, ensuring efficient and logical extension of municipal services, changes to the operational structure of LAFCOs, and implementation of a mandated five-year update of spheres of influence. Among the more practical implementation requirements: consideration of available water supply, infill opportunities (e.g., the timeliness and appropriateness of requested annexations or amendments to spheres of influence), affordable housing goals, ability to efficiently and adequately provide municipal services, and how these types of service issues interrelate.

SCOPE OF WORK

PMC understands that the City of Lodi seeks an experienced project manager/senior level planner to manage the processing of the West Lane Annexation (Sutter Gould) project. This project involves a 30-acre site to be developed with 6 acres of medical offices and the remainder with future commercial uses. This project involves an annexation agreement, a General Plan Amendment, prezone, development agreement as well as environmental clearance from the City's Planning Commission, City Council and San Joaquin County LAFCo. We understand that an environmental impact report is currently being prepared and that contract planning assistance will be needed to manage this project throughout the entitlement process. The processing of this project is estimated to take approximately one year.

PMC understands that the City of Lodi previously contracted with a separate environmental consultant to prepare the environmental document (Environmental Impact Report (EIR)) for the proposed project. It is further understood that PMC will be responsible for providing project management services as an extension of City staff to ensure the processing of the proposed project, including all associated entitlements and the Environmental Impact Report (EIR). It is anticipated that work is to commence on or immediately after August 6, 2008.

We have prepared this proposal to address the current planning service needs of the City at this time. Our present staffing and commitments allow us to propose the following approach for the City's needs.

PROPOSED STAFF

We propose to dedicate Gary Pedroni, a senior planner and project manager with over 23 years of experience in the planning field, to serve the City of Lodi. Mr. Pedroni provides current and advance planning services for complex projects and studies including specific plans, community/area plans, environmental impact report (EIR) preparation/review, airport plan development and implementation, and redevelopment agency planning. He has extensive experience working with the California Environmental Quality Act (CEQA) and in making oral and written presentations to decision-making bodies. He has coordinated complex project review with numerous levels of government agencies, formulated work programs, drafted grant proposals, and administered project budgets. Mr. Pedroni has been responsible for overseeing the preparation of EIR's including those for General Plan updates. Mr. Pedroni has served as a contract planner for the City of Santa Rosa, City of Ukiah, Town of Corte Madera, City of Clearlake, and the City of Willits. Mr. Pedroni has also prepared Zoning Codes and various ordinance amendments over the years and is currently managing the preparation of a Municipal Service Review for the City of Ukiah and closely working with the Mendocino County LAFCo in providing technical assistance. As a county planner, Mr. Pedroni has also managed General Plan updates, specific plan preparations, reviewed proposed annexations and has processed numerous entitlements, including tentative subdivision maps, conditional use permits, design reviews, and has facilitated numerous public and stakeholder meetings.

It is estimated that Mr. Pedroni's time will consist of office time as needed to attend meetings/conference calls, preparation of reports and notices, attendance of public hearings, including collaborating with City staff, as determined by the City, with additional work being completed off-site.

Services to Lodi: On-site, off-site project management

Availability: Approximately 20 hours per week with the ability to roll over unused hours from week to week.

Other PMC staff representing a variety of disciplines including planning, environmental analysis, biological resources, archaeology/history, GIS/computerized mapping, housing, municipal finance, and natural resources planning are also available to the City as a resource. PMC also has a variety of other junior and senior level planners available to assist with project processing and CEQA review of development projects (e.g., staff reports, initial studies and Mitigated Negative Declarations) if the City needs additional assistance to meet deadlines and time constraints.

In addition to Mr. Pedroni, we also propose to include Rebecca Cremeen, Senior Planner and Aprile Haupt, Senior Planner. Both Ms. Cremeen and Ms. Haupt will provide assistance to Mr. Pedroni as needed in order to complete assigned tasks and allow for the project to move forward in a timely manner. Mr. Pedroni will serve as the Project Manager/Project Planner for this assignment. In addition to project planner and staff resources noted above, Ignacio (Nash) Gonzalez, Senior Associate will also be available to the City as a resource.

Billing Rate:

Gary Pedroni, Project Manager/Senior Planner \$130 per hour

Ignacio (Nash) Gonzalez, Senior Associate \$130 per hour

Rebecca Cremeen, Senior Planner \$100 per hour

Aprile Haupt, Senior Planner \$100 per hour

BILLING

PMC proposes billing on an hourly basis. PMC is capable of providing invoices in any format requested by the City, including invoices that outline each planner's time spent on specific tasks during the billing period. This will assist the City in recovering costs from applicants for work done on a particular element of the work program. PMC will work with the City to determine the most appropriate billing method to meet the specific needs of the City.

If you should have any questions regarding this submittal, please do not hesitate to contact me at (530) 750-7076 ext. 301 or (707) 332-6263. In addition, you may also contact Sara Allinder at (209) 484-3433. Again, thank you for your interest in PMC and we look forward to working with you.

Sincerely,



Ignacio (Nash) Gonzalez, AICP
Senior Associate

NG

Enclosures: Resumes

Cc: Sara Allinder, AICP

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER CONTRACTS WITH PBS&J FOR PLANNING SERVICES AND ENVIRONMENTAL IMPACT REPORT PREPARATION; AND PMC, INC. FOR PROJECT MANAGEMENT SERVICES RELATING TO THE PROPOSED SUTTER GOULD MEDICAL FACILITY

=====

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby authorizes the City Manager to enter contracts with PBS&J for planning services and Environmental Impact Report preparation; and PMC, Inc. for Project Management Services relating to the proposed Sutter Gould Medical Facility at West Lane and Harney Lane.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving Side Letter Amending the 2006-2008 Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (General Services Unit)

MEETING DATE: August 6, 2008

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving Side Letter amending the 2006-2008 Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (General Services Unit). The recommended elements of the agreement are included in Exhibit A.

BACKGROUND INFORMATION: This agreement creates a mechanism whereby the City of Lodi will modify Article X of the current Memorandum of Understanding to include the positions of Community Improvement Administrative Clerk and Community Improvement Officer. This action is necessary following the transfer of the Community Improvement unit from Community Development to the Police Department. Other than clerical staff, employees in the Police Department wear a uniform, which is intended to present a professional image to the citizens and to be more easily recognized when performing their duties. The Business Agent for the Association of Lodi City Employees has verbally agreed to this amendment and has opted to execute the Side Letter following Council approval.

FISCAL IMPACT: \$900 for Fiscal Year 2007-08

FUNDING AVAILABLE: This amount is within the Fiscal Year 2008-09 Budget.

Respectfully submitted,

Dean Gualco, Human Resources Manager

Attachments

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING A SIDE LETTER AMENDING THE 2006-
2008 MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LODI AND THE ASSOCIATION OF LODI
CITY EMPLOYEES (GENERAL SERVICES UNIT).

=====

BE IT RESOLVED, that the Lodi City Council hereby approves a Side Letter as shown on Exhibit A attached, amending the 2006-2008 Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (General Services Unit) modifying Article X of the current Memorandum of Understanding to include the positions of Community Improvement Administrative Clerk and Community Improvement Officer.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____

**Side Letter Amending the 2006-2008 Memorandum of Understanding
Between the City of Lodi and the Association of Lodi
City Employees (General Services Unit)
(Effective February 1, 2008)**

Whereas, the City of Lodi and the Association of Lodi City Employees (General Services Unit) are parties to a Memorandum of Understanding effective through June 30, 2008; and

Whereas, the parties desire to enter into this side letter to create a mechanism whereby the City of Lodi will provide all necessary uniforms (Class A uniform and BDU) and safety equipment, a quarterly uniform allowance of \$150.00, and foul-weather coats and boots as deemed necessary for field personnel.

NOW, THEREFORE, the parties agree as follows:

ARTICLE X – TOOLS AND UNIFORM ALLOWANCE

Section 10.1 and 10.2 of the Memorandum of Understanding will be modified to include the positions of Community Improvement Administrative Clerk and Community Improvement Officer.

Association of Lodi City Employees

City of Lodi

Business Agent

Human Resources Manager

Date

Date



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Information Regarding New Meeting Day for the Site Plan & Architectural Review Committee

MEETING DATE: August 6, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Receive Information Regarding New Meeting Day for the Site Plan & Architectural Review Committee (SPARC).

BACKGROUND INFORMATION: The Site Plan and Architectural Review Committee's regularly scheduled meeting dates are on the 1st and 3rd Mondays of each month at 5:15 p.m. In the past, meetings have had to be cancelled due to holidays that fall on Mondays. Staff feels that moving the meeting day to the same day as the Planning Commission Meetings, the 2nd and 4th Wednesday of each month, would make it more convenient for the public, the SPARC members, and City staff by consolidating the meetings in to one single night and have the meetings on a day other than a Monday.

The Site Plan and Architectural Review Committee did review the proposed changes and did approve the new meeting day for their meetings.

FISCAL IMPACT: None

FUNDING AVAILABLE: N/A

Peter Pirnejad
Co-Interim Community Development Director

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager and Electric Utility Director to Issue Request for Bids, Determine the Best Bid and Execute a Contract for a 25 Megawatt Baseload Power Purchase for the Period of July 2010 through March 2012 at a Cost Not to Exceed \$79 per megawatt-hour (EUD)

MEETING DATE: August 6, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager and Electric Utility Director to issue a request for bids, determine the best bid and execute a contract for a 25 megawatt baseload power purchase for the period of July 2010 through March 2012 at a cost not to exceed \$79 per megawatt-hour (MWH).

BACKGROUND INFORMATION: Lodi's Electric Utility Department (EUD) must procure wholesale energy in order to economically meet its customer load obligations.

Presently, EUD has a 25 megawatt (MW) baseload power purchase contract with ConocoPhillips that began on July 1, 2008 and expires June 30, 2010. The price for this energy is fixed at \$68/MWH for the transaction period. At the time it was consummated, this purchase was intended to bridge the period until commercial operation of the Lodi Energy Center (LEC). The current projected LEC in-service date is now April 2012. As a result, EUD will have a significant "open position" from July 2010 through March 2012.

In FY11, EUD's projected "open position" is approximately 340 gigawatt-hours (GWH) or about 65% of EUD's total customer load obligation. The utility's open position in FY12 is similar until construction of the Lodi Energy Center is complete.

Through material previously provided to the City Council, EUD has a baseload energy need going forward of about 30 MW. EUD's strategy for filling a significant part of its "baseload" energy need in the FY10 and beyond timeframe was through participation in the Lodi Energy Center at the 30 MW level. Due to delays in obtaining full participation in the Phase 2 development work of LEC, however, the current projected LEC in-service date is April 2012.

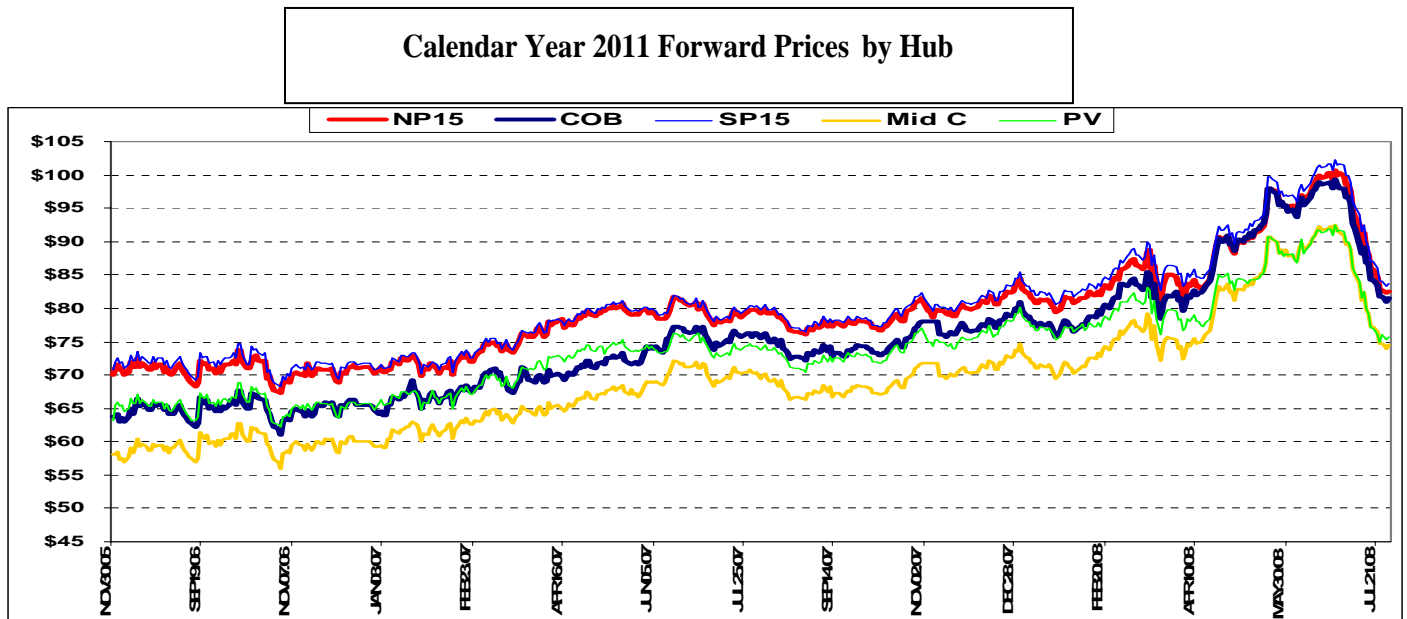
The price for longer-term power has recently softened on the wholesale market. Within the past week, EUD received an indicative price (non binding quote) of about \$75/MWH for a 25 MW block of baseload energy for the July 2010 through March 2012 period. This is 15 percent less than recent price projections and less than the \$83/MWH included for power purchases under base electric rates. (Note that forward electric prices can change dramatically in a matter of days.)

As a result, Staff recommends that EUD seek to procure a 25 MW block of power "around the clock" for the July 2010 through March 2012 timeframe (21 months). A 25 MW baseload energy purchase will reduce EUD's projected 65% open position for this period to a level of about 25%. Such an acquisition at

APPROVED: _____
Blair King, City Manager

Adopt resolution authorizing the City Manager and Electric Utility Director to issue a request for bids, determine the best bid and execute a contract for a 25 megawatt baseload power purchase for the period of July 2010 through March 2012 at a cost not to exceed \$79 per megawatt-hour (EUD)
 August 6, 2008
 Page 2 of 3

favorable pricing terms will significantly reduce EUD’s exposure to adverse price risk associated with market volatility. This type of stabilizing transaction is also expected to be received favorably by the financial ratings community.



As a means of visually showing the trend of future electric prices in the hedge market, the above graph shows prices for power (Lodi purchase point is NP15 which is depicted by the red line) for calendar year 2011.

The proposed 25 MW block of power would be acquired on a bilateral basis. That is, EUD would contract directly with a seller. The Northern California Power Agency (NCPA) will assist EUD with this procurement by issuing the request for bids, advising on bid evaluation and providing contract support/advice. Presently, Lodi and NCPA have “enabling” agreements with a number of qualified energy suppliers in the California market. It would be EUD’s objective to enter into a contract with the successful bidder in a form similar to a contract that either Lodi or NCPA has with such bidder. Due to the short period in which a sales bid is valid in today’s electric wholesale market, authorization is requested for the City Manager to execute necessary sales documents for a transaction with unanimous concurrence of the City’s Risk Oversight Committee (ROC). In addition to the City Manager, ROC Members include the Deputy City Manager, City Attorney and Electric Utility Director.

For information, if the initial request for bids does not produce a satisfactory offer for any reason (i.e. price too high, credit/collateral requirements unsatisfactory, inability to consummate acceptable contract, etc.), it is expected that EUD could go to the market on a number of occasions prior to November 30, 2008. If an acceptable baseload purchase arrangement is not completed by this date, the authorization under the proposed City Council resolution would expire.

Adopt resolution authorizing the City Manager and Electric Utility Director to issue a request for bids, determine the best bid and execute a contract for a 25 megawatt baseload power purchase for the period of July 2010 through March 2012 at a cost not to exceed \$79 per megawatt-hour (EUD)
August 6, 2008
Page 3 of 3

FISCAL IMPACT: At \$79/MWH, the average monthly cost of procuring 25 MW of baseload energy is about \$1.37 million per month. (For information, EUD's average monthly total cost of power is about \$3.8 million.)

FUNDING: Costs associated with procurement under this authorization will not be incurred until energy is delivered in fiscal years 2011 and 2012. The City has not adopted a budget for these fiscal years, and as a result, funding has not yet been established. Funding for this authorization will be supported by retail electricity sales revenue, once the applicable fiscal year budgets are established and approved by the City Council.

George F. Morrow
Electric Utility Director

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER AND ELECTRIC UTILITY DIRECTOR TO ISSUE REQUEST FOR BIDS, DETERMINE THE BEST BID AND EXECUTE A CONTRACT FOR A 25 MEGAWATT BASELOAD POWER PURCHASE FOR THE PERIOD OF JULY 2010 THROUGH MARCH 30, 2012 AT A COST NOT TO EXCEED \$79 PER MWH

WHEREAS, Lodi presently has a 25MW baseload power purchase from ConocoPhillips that expires on June 30, 2010; and

WHEREAS, due to a deferral in the projected in-service date of the Lodi Energy Center until April 2012, Lodi has a significant "open position (approximately 65%) from July 2010 through March 2012; and

WHEREAS, recent softening of wholesale power prices in 2010 and beyond support make it practical to acquire baseload power to close a significant portion of such open position.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager and Electric Utility Director to issue one or more request for bids, determine the best bid and execute a contract for a 25 megawatt baseload power purchase for the period of July 2010 through March 2012 at a cost not to exceed \$79/MWH (subject to the unanimous consent of the Lodi Electric Risk Oversight Committee) and authorizes the Electric Utility Director or his designee to administer any such contract.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008 - _____

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointment to the Greater Lodi Area Youth Commission (Student Appointee)
MEETING DATE: August 6, 2008
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Greater Lodi Area Youth Commission (Student Appointees).

BACKGROUND INFORMATION: On July 16, 2008, the City Council made several student appointments to the Greater Lodi Area Youth Commission. Subsequent to that meeting, it was brought to our attention that one of the appointees was unable to accept the appointment at this time. The Mayor has made an alternate selection and it is, therefore, recommended that the City Council concur with the following appointment.

Greater Lodi Area Youth Commission

Student Appointee:

Kasey Ota

Term to expire May 31, 2009

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Opposing State Budget Decisions that Would “Borrow” Local Government and Transportation Funds

MEETING DATE: August 6, 2008

PREPARED BY: Interim Deputy City Manager/Internal Services Director

RECOMMENDED ACTION: Adopt Resolution opposing State Budget decisions that would “borrow” local government and transportation funds.

BACKGROUND INFORMATION: The City of Lodi has been requested by the League of California Cities to adopt the attached Resolution confirming the City’s opposition to the State circumventing Proposition 1-A by borrowing from local government and transportation funds in order to balance the 2008-09 State Budget.

Proposition 1-A was passed in 2004 with support from 84 percent of voters giving a clear mandate that local revenues not be continuously hijacked by the State. Two years later, a second measure to protect transportation (sales tax) was approved by 77 percent of voters. There have been rumors circulating in the Capitol that the State Legislature is considering invoking a narrow provision in Proposition 1-A which allows the State to borrow from local governments only in a “severe state of fiscal hardship” for a period of up to three years to be repaid with interest.

In terms of impact on the City of Lodi, it is estimated that such a move by the State could cost the City up to \$1.4 million for the 2008-09 fiscal year or about 15 percent of property tax revenue. The League is urging the passage of resolutions opposing the proposed borrowing scheme as soon as possible in order to send a powerful message to legislators.

FISCAL IMPACT: \$1.4 million or 15 percent of property tax revenue lost to the City’s General Fund for the current (2008-09) fiscal year.

FUNDING: N/A

Richard C. Oakley
Deputy City Manager/Internal Services Director

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
OPPOSING STATE BUDGET DECISIONS THAT
WOULD “BORROW” LOCAL GOVERNMENT AND
TRANSPORTATION FUNDS

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WHEREAS, on July 1, 2008, the State Legislature missed its Constitutional budget deadline; and

WHEREAS, both the Governor and the Legislative Budget Conference Committee have recommended balanced budgets without resorting to “loans” of local government property tax and transportation sales tax funds; and

WHEREAS, in 2004 by an 84% margin of approval, the voters of California approved Proposition 1A and sent a loud and unambiguous message to state leaders that they should stop the destructive practice of taking local government funds to finance the state budget and paper over the state deficit; and

WHEREAS, in 2006 by a 77% margin of approval, the voters of California also approved Proposition 1A, providing similar protections to transportation funding for state and local transportation projects, including important street maintenance and public transit programs; and

WHEREAS, both ballot measures allow the Governor to declare a “severe state of fiscal hardship” and “borrow” these funds if they are repaid in three years with interest, but the Governor believes it would be irresponsible to “borrow” such funds because it would deepen the state’s structural deficit and cripple local government and transportation services; and

WHEREAS, refusal by the Legislature to carry out its constitutional obligation to compromise on a balanced budget is not a “severe state of fiscal hardship” and would not justify reductions in critical local services and infrastructure at a time when cities are struggling to balance their own budgets during this economic down turn; and

WHEREAS, the Legislature should balance the state budget with state revenues and respect the overwhelming support of voters for not using local property taxes and transportation sales tax funds to fund the day-to-day operating cost of state programs; and

WHEREAS, it would be irresponsible to ignore the state structural deficit with more borrowing.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby oppose any and all efforts by state government to “borrow” local tax funds and transportation sales tax funds by the state government to finance state operations. Such a move would not be responsible and would hamper effective local services and infrastructure investments; and

BE IT FURTHER RESOLVED that the City Manager is hereby directed to send this resolution and communicate this Council's strong and unswerving opposition on this matter to the Legislators and the Governor along with an expression of our continued appreciation for the Governor's steadfast opposition to further legislative borrowing and raids on local government and transportation funding.

Dated: August 6, 2008

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I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving City of Lodi Cost Share for Lower San Joaquin River Feasibility Study, Authorizing City Manager to Execute Cost-Share Agreements, and Appropriating Funds (\$17,731)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving City of Lodi cost share for Lower San Joaquin River Feasibility Study, authorizing City Manager to execute cost-share agreements and appropriating funds (\$17,731) as shown below.

BACKGROUND INFORMATION: In November 2007, the Governor signed into law several flood control bills. As a result of these bills, major changes in flood protection requirements are expected over the coming years in the Sacramento-San Joaquin Valley. Senate Bill 5 (SB 5) provides the most significant requirements and changes to flood protection. SB 5 requires a plan to reach 200-year levels of flood protection for urban and urbanizing areas by 2012 and requires 200-year levels of flood protection to be in place by 2025.

State funding priorities for flood control projects require federal participation. The San Joaquin Area Flood Control Agency (SJAFCA) and San Joaquin County have been meeting with the State Department of Water Resources and the U.S. Army Corps of Engineers (Corps) to discuss a feasibility study to develop a project that would provide flood protection for the urban areas of Stockton, Lathrop, Manteca, the Lodi wastewater treatment plant, and unincorporated areas of San Joaquin County. The study area includes the Lower San Joaquin River, from the southern end of San Joaquin County to the northern boundaries of the City of Stockton, up to and including the Lodi wastewater treatment plant adjacent to Interstate 5 near Thornton Road.

Considering the objective of Lodi's participation in the amount of \$17,731 is to flood-protect our 1,000-acre wastewater treatment plant, the cost benefit ratio is favorable to Lodi. The cost for the Lower San Joaquin River Feasibility Study is estimated at \$8 to \$10 million. Cost-shares will consist of 50% from the Corps, 25% from the State, and 25% from local agencies. Assuming a \$10 million study cost, the local share is \$2.5 million. Using a formula based upon levee miles, the Lodi share is \$17,731 that would be paid over a five-year period. The largest shares have been assigned to SJAFCA (40%) and San Joaquin County (15%), with the remainder divided amongst a number of Reclamation Districts, Stockton, Lathrop, Manteca and Lodi.

FISCAL IMPACT: The study will cost \$3,546 per year for five years.

FUNDING AVAILABLE: This capital expenditure is not contained in the FY 08/09 budget and an appropriation of \$17,731 is required from the Wastewater Capital Fund.

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

FWS/pmf

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL APROVING
CITY OF LODI COST SHARE FOR LOWER SAN JOAQUIN RIVER
FEASIBILITY STUDY, AUTHORIZING CITY MANAGER TO
EXECUTE COST-SHARE AGREEMENTS, AND FURTHER
APPROPRIATING FUNDS

WHEREAS, bills signed by the Governor in November 2007 will require major changes in flood protection in the Sacramento-San Joaquin Valley; and

WHEREAS, Senate Bill 5 requires a plan to reach 200-year levels of flood protection for urban and urbanizing areas by 2012 and requires 200-year levels of flood protection to be in place by 2025; and

WHEREAS, the San Joaquin Area Flood Control Agency (SJAFCA) and San Joaquin County have been meeting with the State Department of Water Resources and the U.S. Army Corps of Engineers (Corps) to discuss a feasibility study to develop a project that would provide flood protection for the urban areas of Stockton, Lathrop, Manteca, the Lodi wastewater treatment plant, and unincorporated areas of San Joaquin County. The study area includes the Lower San Joaquin River, from the southern end of San Joaquin County to the northern boundaries of the City of Stockton, up to and including the Lodi wastewater treatment plant adjacent to Interstate 5 near Thornton Road; and

WHEREAS, the cost for the Lower San Joaquin River Feasibility Study is estimated at \$8 to \$10 million, and cost-shares will consist of 50% from the Corps, 25% from the State, and 25% from local agencies. Assuming a \$10 million study cost, the local share is \$2.5 million. Using a formula based upon levee miles, the Lodi share is \$17,731 that would be paid over a five-year period. The largest shares have been assigned to SJAFCA (40%) and San Joaquin County (15%), with the remainder divided amongst a number of Reclamation Districts, Stockton, Lathrop, Manteca and Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi cost share for the Lower San Joaquin River Feasibility Study; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the cost-share agreements; and

BE IT FURTHER RESOLVED that funds in the amount of \$17,731 be appropriated from the Wastewater Capital Fund.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution to Implement Storm Water Development Standard Plans as Required by the State Water Resources Control Board and Set Inspection Fee for Post Construction Best Management Practices as Required in the Standards

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution to implement the Storm Water Development Standard Plans as required by the State Water Resources Control Board and set inspection fee for post construction Best Management Practices as required in the Standards.

BACKGROUND INFORMATION: The State Water Resources Control Board issued the City of Lodi Permit WDID No. 5B39NP00028 that governs the discharge of storm water runoff. A condition of that permit requires the adoption of development and redevelopment design standards per Attachment No. 4 of the State's General Discharge Permit. These standards were scheduled to be in place by May of 2007.

The Public Works and Community Development Departments have been working with WGR Southwest, a local firm with expertise in this area, to prepare development standard plans (DSP) that would comply with the requirements of the State's Attachment No. 4. The DSP address all new development and qualifying "significant redevelopment". New development project categories that trigger DSP are defined as commercial developments of over 100,000 square feet, automotive repair shops, retail gasoline outlets, restaurants, parking lots of over 5,000 square feet or 25 spaces, and housing subdivisions of more than ten units. Significant redevelopment is defined as creation or addition of at least 5,000 square feet of impervious surfaces on an already developed site. The typical DSP consists of an activity-specific Best Management Practices (BMP's) that alone or in combination with other BMP's achieve the water quality objectives of the regulations. Staff has held several meetings with members of the building industry and has met with the Executive Officer of the Building Industry Association (BIA) to discuss these changes.

These standards require an annual inspection of the post construction Best Management Practices (BMP's) to confirm they are being maintained and operated correctly. The proposed \$122 inspection fee is the same fee charged for construction inspections related to erosion control during construction. The property owner would be billed for each inspection when completed. Should a site require multiple inspections, that expense would also be billed. The inspection fee would be subject to inflationary price adjustments. Subdivision developments would be required to establish an assessment district to address the inspection of post construction BMP's. These properties would be tracked by GIS plotting and recorded with the County Assessor's Office.

APPROVED: _____
Blair King, City Manager

Adopt Resolution to Implement Storm Water Development Standard Plans as Required by the State
Water Resources Control Board and Set Inspection Fee for Post Construction Best Management
Practices as Required in the Standards
August 6, 2008
Page 2

A copy of the final document is available in the offices of the Public Works and Community
Development Departments.

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

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by George M. Bradley, Streets & Drainage Manager

cc: Charles E. Swimley, Jr., Water Services Manager
Curt Juran, Assistant Streets & Drainage Manager
Dennis Canright, Building Official

A RESOLUTION OF THE LODI CITY COUNCIL IMPLEMENTING THE STORM WATER DEVELOPMENT STANDARD PLANS AND SETTING INSPECTION FEE FOR POST CONSTRUCTION BEST MANAGEMENT PRACTICES AS REQUIRED IN THE STANDARDS

WHEREAS, the State Water Resources Control Board issued the City of Lodi Permit WDID No. 5B39NP00028 that governs the discharge of storm water runoff, and a condition of that permit requires the adoption of development and redevelopment design standards per Attachment No. 4 of the State's General Discharge Permit; and

WHEREAS, the Public Works and Community Development Departments have been working with WGR Southwest, a local firm with expertise in this area, on developing standard plans (DSP) that would comply with the requirements of the State's Attachment No. 4 and would address all new development and qualifying "significant redevelopment"; and

WHEREAS, new development project categories that trigger DSP are defined as commercial developments of over 100,000 square feet, automotive repair shops, retail gasoline outlets, restaurants, parking lots of over 5,000 square feet or 25 spaces, and home subdivisions of more than ten units. Significant redevelopment is defined as creation or addition of at least 5,000 square feet of impervious surfaces on an already developed site; and

WHEREAS, these standards require an annual inspection of the post construction Best Management Practices (BMP's) to confirm they are being maintained and operated correctly. The proposed \$125 inspection fee is the same fee charged for construction inspections related to erosion control. The property owner would be billed for each inspection when completed. Should a site require multiple inspections, that expense would also be billed. The inspection fee would be subject to inflationary price adjustments; and

WHEREAS, subdivision developments would be required to establish an assessment district to address the inspection of post-construction BMP's. These properties would be tracked by GIS plotting and recorded with the County Assessor's Office.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby implement the Storm Water Development Redevelopment Design Standards as required by the State Water Resources Control Board; and

BE IT FURTHER RESOLVED that the City Council does hereby set the fee for the annual inspection of the post-construction Best Management Practices for individual properties at \$125, subject to inflationary price adjustments.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Master Agreement and Task Order No. 1 of Water Utility Financial Planning, Rate Setting and Meter Installation Program to The Reed Group, Inc., of Sacramento (\$114,670) and Appropriating Funds (\$125,000)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Master Agreement and Task Order No. 1 of the Water Utility Financial Planning, Rate Setting and Meter Installation Program to The Reed Group, Inc., of Sacramento, in the amount of \$114,670 and appropriating funds (\$125,000) as shown below.

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, information was provided regarding the Water Meter Retrofit Program mandated by Assembly Bill 2572. Specific topics of discussion included historical background, water use, rate structure, rates and conservation, meter costs, an accelerated program for meter installation, and policy issues. A summary of background milestones relative to the City's water meter retrofit program is provided below.

1. 1979 Lodi started installing water services "meter ready"
2. 1980's Lodi started meter retrofit program that was terminated in 1993
3. 1992 State law mandated meters on new services
4. 2004 State law requires usage-based residential billing begin by January 1, 2010 for customers with water meters
5. 2006 Water meter installation pilot project (400 meters)
6. 2007 – 08 Water meter installations completed for new homes constructed since 1992 (2,472 meters)

At this time, staff is recommending the services of The Reed Company and the public relations firm subconsultant, The Lucy Company, be retained to facilitate introduction of a usage-based water rate. Assistance is required in order to meet the January 1, 2010 deadline to charge, based upon usage, the 2,472 customers that purchased water meters since 1992. These two companies have successfully partnered in many communities including West Sacramento, Roseville, and Granite Bay to provide financial planning, rate setting, water meter implementation programming, education and community outreach. The principal objectives of this effort will focus upon:

1. Developing a multi-year financial planning model capable of evaluating a variety of scenarios and financial strategies. The model will examine the financial aspects of usage-based rate setting,

APPROVED: _____
Blair King, City Manager

water meter retrofit program, PCE/TCE cleanup efforts, construction of a new water treatment plant, water system capital improvements and debt service.

2. Developing a metered rate structure and a transition strategy to implement metered rates.
3. Developing and implementing a public outreach and education program to inform customers about the metering requirements, installation of meters and transition to metered rates.

During the nine- to twelve-month period of this contract, there will be a number of policy issues the City Council will be asked to address. Most of these same issues have been addressed in the communities this consultant team has previously served. Some examples are listed below.

1. Customers that have received a meter-ready box through the infrastructure replacement program or otherwise from the City – Are these customers required to reimburse those costs to the City and, if so, how much and over what timeframe?
2. Nearly 11,000 customers will require new metered services – Are these customers required to pay the cost upfront or over what timeframe?
3. For a period of time, some Lodi customers will be on flat rate billing and others will be on a usage-based billing – How long a period is acceptable to the City Council and what are the financial implications?
4. The deadline of January 1, 2010 does not leave much opportunity to send comparative billing information (flat rate versus usage-based rate) – How important is that to the City Council and how many months of comparative rate information are needed?

As mentioned, a variety of scenarios and financing strategies will be analyzed using the planning model. The results are planned to be presented to City Council in November 2008.

FISCAL IMPACT: The model will enable a detailed analysis of current and future water rates to ensure that operations and capital expenditures are balanced to the revenues.

FUNDING AVAILABLE: Requested Appropriation: \$125,000 – Water Capital (182000)

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachment

**TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LODI
AND
THE REED GROUP, INC.**

THIS TASK ORDER AGREEMENT, hereinafter referred to as "Agreement," made and entered into on this _____ day of August 2008, by and between the City of Lodi, a municipal corporation, hereinafter referred to as "Client," and The Reed Group, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Client is proceeding with the development of a water utility financial planning model that requires the services of a consultant;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish such work as may be requested by Client;

WHEREAS, Consultant acknowledges that it is qualified to perform the scope of services required under this Agreement.

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Services provided shall be as described in written task orders made pursuant to and referencing this Agreement, but in general shall include financial planning and rate setting services.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in separate written task orders signed by Client and Consultant. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order.

III. TIME FOR COMPLETION

The time for completion of work shall be as identified in each task order issued pursuant to this Agreement.

IV. COMPENSATION

For services to be performed by Consultant, as described in each task order, Client agrees to pay, and Consultant agrees to accept, compensation as identified in each task order. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement in accordance with the Billing Rate Schedule contained in Exhibit A unless task orders specifically indicate otherwise.

Consultant shall submit monthly invoices for services as prescribed in each task order. Client shall pay such invoices within 30 days after their receipt. If payment is not made within 30 days, interest on the unpaid balance will accrue at a rate of one (1) percent per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

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

VI. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees), arising out of performance of the work, provided that any such claim, damage, loss, or expense is caused by negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

VII. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

1. Comprehensive General Liability Insurance. Insurance including premises/operations, products/completed operations, blanket contractual, and broad-form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence, and \$2,000,000 per year in aggregate.
2. Automobile Bodily Injury and Property Damage Liability. Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$2,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability. Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable. The employer's liability limit shall not be less than \$2,000,000.
4. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$2,000,000 per claim and in the aggregate.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either Client or Consultant without the prior written consent of the other.

IX. BENEFIT

Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.

X. TERMINATION

Client may terminate this Agreement for its convenience. Consultant shall be compensated for work performed to the date of termination including a reasonable amount for profit and cost to terminate work.

In the event Consultant shall persistently fail to perform services and work hereunder in a manner satisfactory to Client, this Agreement may, at Client's option, be terminated. Consultant shall be compensated for completed and useful work performed to the date of termination.

XI. JURISDICTION AND ATTORNEYS' FEES

This Agreement shall be administered and interpreted under 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 full 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, including arbitration proceedings, shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court or an arbitrator designated under the Construction Industry Arbitration Rules of the American Arbitration Association.

XII. ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed of by mutual agreement, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. No arbitration arising out of or relating to this Agreement shall include any person not a party to this Agreement except by written consent signed by the parties hereto and persons to be joined. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable

time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XIII. LIABILITY LIMITATION PROVISION

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$1,000,000 whichever is greater. The Agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

XIV. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant 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.

XV. SUBCONTRACTS

Except with prior written approval of Client, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

XVI. 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 Client. Upon Client's request, Consultant shall allow Client to inspect all such documents during Consultant's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by Consultant to Client within ten (10) calendar days. Client agrees to indemnify, defend and hold Consultant harmless from any liability resulting from Client's use of such documents for any purpose other than the purpose for which they were intended.

XVII. AUTHORITY

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

THE REED GROUP, INC.

CITY OF LODI

Signature

Signature

Printed Name

Blair King

Title

City Manager

Date

Date

Attest:

Approved as to form

Randi Johl
City Clerk

Janice D. Magdich
Deputy City Attorney

Attachment – Exhibit A





THE REED GROUP, INC.

June 11, 2008

Mr. F. Wally Sandelin
City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

**Subject: Proposal for Water Utility Financial Planning, Rate Setting, and
Meter Implementation Program**

Dear Mr. Sandelin:

The Reed Group, Inc. (TRGI), in conjunction with Lucy & Company, is pleased to submit this proposal to provide professional services for financial planning and rate setting assistance for the City's water utility and the development of the water meter implementation program. Our proposal has been prepared based on information obtained during our meetings with you on these subjects. The meter implementation program is intended to assist the City in meeting the requirements of Assembly Bill No. 2572 (AB 2572).

TRGI is a Sacramento-based consulting firm providing financial and management consulting services to municipal water/wastewater utilities throughout California. We have extensive experience in long-range financial planning for water/wastewater utilities, as well as cost of service analyses and rate setting. Lucy & Company is a Sacramento-based public relations firm providing research, education, and outreach services to public agencies throughout the Sacramento/San Joaquin region. Jointly, TRGI and Lucy & Company have assisted more agencies with meter implementation programs in the region than any other firm.

As you review our proposal we believe that you will find TRGI and Lucy & Company uniquely qualified to assist the City in this study because we provide:

- *Unique metering experience in the Sacramento region.* TRGI and Lucy & Company have unparalleled experience in planning and implementing water meter retrofit programs in the Sacramento region. Local metering clients of TRGI and/or Lucy & Company have included the City of West Sacramento, City of Roseville, City of Sacramento, Sacramento County, City of Folsom, San Juan Water District, Fair Oaks Water District, Carmichael Water District, and Sacramento Suburban Water District.
- *A research and experience-based approach to public outreach.* Lucy & Company has developed an approach to metering public outreach that combines research to gauge the



pulse of the community, as well as experience from working on this issue in other communities. Each community will have unique issues and concerns, which we will identify through focus groups and a community meeting. However, through our experience with other communities we will identify issue early and develop a proactive and strategic public outreach plan for the City.

- *Local knowledge and experience.* Consultants for TRGI and Lucy & Company have performed multiple projects in Stockton, Lathrop, Manteca, and Galt are generally familiar with many issues in San Joaquin County
- *Value orientation.* TRGI's mission is to provide each client with a high level of service and unparalleled responsiveness. We do not impose a predetermined formula on our client's problems. We take the time to recognize the unique aspects of each client's situation, and to develop solutions to address their needs. The cost of providing this higher level of service is usually competitive with other firms. In addition, we strive to be long-term partners with our clients and serve as an ongoing resource on utility issues. This is evidenced by the many clients that we have worked with for ten or more years.

Our work plan and cost estimate are based on our understanding of the project stemming from discussions with you and other City staff. We are prepared to proceed with the project as described herein. Additional discussions regarding our specific approach to the project may be warranted. We welcome the opportunity to discuss these with you.

If you have any questions regarding our proposal, please call me at (916) 444-9622. Thank you for this opportunity to provide this proposal to the City. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Reed', written in a cursive style.

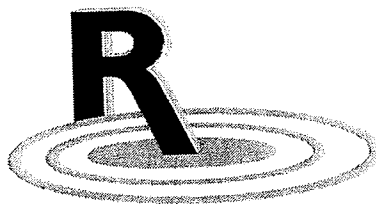
Robert Reed
The Reed Group, Inc.

CITY OF LODI

**Water Utility Financial Planning,
Rate Setting, and Meter
Implementation Program**

PROPOSAL

June 11, 2008



THE REED GROUP, INC.

I. INTRODUCTION

The Reed Group, Inc. (TRGI), in conjunction with Lucy & Company, is pleased to submit this Proposal to the City of Lodi (City) to provide professional services for water system financial planning and rate setting and the development of the water meter implementation program. Our Proposal is submitted in response to your request and our meetings in recent months.

The City is seeking the services of experienced consultants to assist in evaluating a variety of financial issues, including capital improvement program needs, and in developing the City's water meter implementation program. Beyond the technical and financial analyses, this engagement will involve gauging the pulse of the community with respect to metering issues, and developing a public outreach and education strategy to help ensure the successful implementation of the program. Therefore, the City needs consultants that not only have the requisite financial and rate setting knowledge, but also the sensitivity and public awareness skills to effectively develop strategies and present policy issues to the City Council and public. We propose to approach this important project in a manner consistent with your needs and expectations.

TRGI is a Sacramento-based management consulting firm specializing in water and wastewater rates and fees, financial planning, operational analyses, and general management consulting. TRGI has performed more water meter implementation planning studies within the Sacramento region than any other firm.

Joining our project team will be the public relations firm of Lucy & Company. Lucy & Company is a public relations and strategic communications firm specializing in public outreach, community involvement and process facilitation. Founded in 1995, Lucy & Company has established a reputation as a premier practitioner in regional water, wastewater, transportation and land use issues. TRGI and Lucy & Company have worked jointly on several water meter implementation programs.

Our proposal has been prepared based on our understanding of the project and the current situation, as well as our experience gained from performing similar studies in the region.

II. FIRM QUALIFICATIONS

This section of the Proposal provides a brief description of our firms, including history, types of services provided, and experience in developing water meter implementation programs. Information about the project consultants, including background and responsibility during the project, is also provided.

A. *The Reed Group, Inc.*

The Reed Group, Inc. (TRGI) is a Sacramento-based firm that provides a broad range of financial and management consulting services to local governments primarily in the areas of water and wastewater utility finance and management. The mission of TRGI is to provide clients with an exceptional level of service and responsiveness, to develop creative yet practical

solutions to client needs, and to broaden understanding and facilitate consensus on complex issues.

TRGI provides services in the areas of water and wastewater rate studies, cost of service analyses, capacity charge nexus studies, multi-year financial planning, conservation planning, policy analysis and development, public participation and facilitation, and litigation support and expert witness services. The firm brings the following strengths to client engagements:

- Extensive California experience in water and wastewater utility operations, management, and finance.
- Broad knowledge of traditional practices and innovative techniques in water and wastewater rates, fees, and cost of service analyses.
- Familiarity with legal and regulatory requirements affecting public agency operations, management, and finance.
- Leadership in developing public participation and consensus-oriented approaches to rate and fee setting, particularly with metering and metered water rate issues.
- A network of resources and an ability to coordinate and manage multi-disciplinary project teams on broad ranging engagements.

A listing of clients and projects is presented in **Appendix A** of this proposal. Specific experience related to development of metering programs, including metered water rates, are described below.

City of Roseville – Meter Retrofit Program and Rate Studies

In 2000, The Reed Group, Inc. assisted the City of Roseville with the development of a water meter retrofit program. The project included an assessment of the need for water meters, development of the cost and schedule for retrofit meter installations, development of a financial strategy for paying for the program, recommendations of a metered water rate structure, public outreach research, and development of a public outreach program. In 2001, The Reed Group, Inc. conducted a supplemental study to develop metered water rates and assist with the beginnings of the transition to metered water rates. The meter retrofit program project included focus groups research and a series of workshops with a citizen advisory committee. Lucy & Company served as a subcontractor to The Reed Group, Inc. on this project for the City of Roseville. Mr. Reed has worked with the City of Roseville on a number of other water, wastewater, solid waste, and storm water projects. All projects have included presentations to the City's Public Utilities Commission and City Council.

City of West Sacramento – Meter Retrofit Program and Financial Planning/Rate Study

In 2005, Mr. Reed has assisted the City of West Sacramento develop a multi-year financial plan and update its water rates. This work was done in conjunction with the update of the City's water master plan, which included initial steps to identify water meter needs. In 2007, The Reed Group, Inc., with the assistance of Lucy & Company, developed a comprehensive water meter implementation program including conducting public awareness research, developing a public outreach plan, and developing metered water rates for residential customers. The City's metering program was designed to meet the requirements of AB 514.

City of Sacramento – Metered Water Rates

The Reed Group, Inc. is currently assisting the City of Sacramento to develop and implement metered water rates for its residential customers. The City of Sacramento is facing the same requirements for installing water meters as the City of Lodi. Customers within the City that have water meters will need to be billed based on actual water usage beginning in January 2010. The development of metered water rates includes assessing the City's non-residential water rates, considering the balance between fixed and water usage based revenues relative to costs, equity, and rate simplicity. New metered water rates may be considered by the City Council in late 2008.

Carmichael Water District – Water Rate Studies

Mr. Reed has been a consultant to the Carmichael Water District since 1997. Mr. Reed assisted the District in establishing a citizen advisory committee to perform a comprehensive water rate study. At the outset of the study, the District's general manager advised us that we could not talk about the "M" word (meter). We indicated that we could not conduct a water rate study if we could not talk about water usage. After about 15 workshops, the citizen advisory committee unanimously recommended that the District aggressively pursue the metering of all services. Carmichael Water District then became one of the leaders in the Sacramento region in installing retrofit meters on previously unmetered service connections.

Since the original rate study, Mr. Reed has assisted the District with several water rate updates and connection fee calculations. In 2003, TRGI worked with an engineering firm to develop a water master plan and financial business plan for the District. While the original rate study and subsequent rate updates included five-year financial plans, the financial business plan included a full life-cycle analysis of the District's water system facilities and addressed long-term replacement and rehabilitation needs.

Some of the District's water rate updates involved adopting double digit rate increases. Mr. Reed assisted the District in presenting rate recommendations during rate hearings, at times including 200 people in the audience. Because the District has established an open process for dealing with controversial issues it has enjoyed growing community support.

San Juan Water District – Retail and Wholesale Water Rate Studies

Mr. Reed has performed numerous wholesale and retail financial plan and water rate studies for the San Juan Water District. In 2000, The Reed Group, Inc. completed a retail water rate and financial planning study for the District. That project included working with a citizen advisory committee to evaluate and develop metered water rates as the District was nearing the completion of its meter retrofit program. Since that time the District has successfully transitioned all customers to metered water rates. In 2006, The Reed Group, Inc. performed an update to the retail financial plan and water rate study, including a comprehensive analysis of water usage now that all customers are on metered rates.

Fair Oaks Water District – Metering Implementation Plan

In 1998, The Reed Group, Inc. performed the first comprehensive metering implementation plan in the Sacramento region. The project included a detailed technical evaluation of the

requirements for water metering (number of meters, types of installations, cost estimates, and staffing/time requirements), financial planning (funding strategy, multi-year financial plan, cash flow analysis of conversion from flat to metered rates), and public outreach and education (market research, public outreach plan, and development of materials). The project included workshops with the District's board of directors, as well as several community meetings. Lucy & Company was a subcontractor to The Reed Group, Inc. on this landmark project.

B. Lucy & Company

Lucy & Company is a public relations and strategic communications firm specializing in public outreach, community involvement and process facilitation. Founded in 1995, Lucy & Company has established a reputation as a premier practitioner in regional water, wastewater, transportation and land use issues.

Unequaled experience, proven ability, in-depth knowledge and a passion for what we do - these qualities make Lucy & Company unique. We have developed and implemented hundreds of public outreach programs throughout the greater Sacramento and Central Valley regions. Our creative and effective campaigns have received dozens of awards from industry organizations, including the International Association of Business Communicators, Sacramento Advertising Club and Sacramento Public Relations Association.

Water purveyors and cities alike consider Lucy & Company as specialists in water metering outreach. Since metering was federally mandated, Lucy & Company has implemented successful outreach strategies to assist water agencies in all phases of the program, from research through implementation. Outreach includes effective print materials and Web sites as well as media relations conducted by a creative team who is knowledgeable in the areas, with advisors from the Lucy & Company staff who have deep experience in metering outreach.

Our clients are represented by a talented, full-service team that is dedicated to personal service. Our experienced professionals repeatedly go beyond the role of project manager or tactician to function as a strategic, creative team that turns "ordinary" programs into successful campaigns that achieve results. Reliable and friendly client service is a top priority with the entire Lucy & Company team.

Strategic, creative, committed and effective – that's Lucy & Company.

Specific water metering outreach experience, and other local experience, of Lucy & Company is summarized below.

Sacramento County Water Agency

To keep the County's water customers informed about the federally-mandated metered rates program, Lucy & Company developed and implemented a public outreach plan to proactively target specific communities with information applicable to their service area. Activities included strategic support for community presentations, coordination of public meetings and the development of customer outreach materials. Additionally, Lucy & Company developed and launched the County's first-ever customer newsletter.

City of Sacramento

Lucy & Company has completed the research phase of the metering implementation plan for the City of Sacramento Department of Utilities. Research tactics included planning and coordinating all aspects of a statistically-valid telephone survey as well as four focus groups. Drawing on the research findings, Lucy & Company has prepared an implementation plan to work with the department on transitioning Sacramento from flat to metered rates over the next 20 years. Additionally, Lucy & Company has conducted initial public outreach for this program, including development of pages for the department's Web site and a regularly updated hotline.

Fair Oaks Water District

Lucy & Company worked with a financial consultant and engineering firm to develop a five-year comprehensive metering implementation plan that addressed all potential metering issues. To develop the public outreach plan, Lucy & Company conducted research, which included phone interviews and an internal staff and materials audit. Primary research consisted of focus groups with community leaders and residents. As part of the program, Lucy & Company facilitated a series of customer advisory workshops to obtain community feedback about the District's metering implementation plan, held rate increase public workshops, provided media relations support, created newsletters, developed a new district Web site and established a new District identity package.

City of Roseville

In Roseville, the city turned to Lucy & Company to navigate the stormy waters of implementing metered water service. Through focus group research, the establishment and guidance of a citizen's advisory committee and community workshops, Lucy & Company zeroed in on the public's top concerns about meter installation and offered recommendations for addressing them. The most contentious issue was the \$750 unit cost of installing water meters in homes built prior to 1992 (since homes after '92 were already paying the cost in their loan payments). Other significant concerns included fear of higher bills with metered rates, concern about adequate notification and outreach as the program unfolded and the disruption to property during meter installation.

Under the direction of Lucy & Company, the City obtained feedback from the public on all components of a comprehensive metering implementation plan, which included phasing of meter installation, public notification methods and messages, how the cost of meter installation should be distributed and an equitable metered rate structure.

The result was a comprehensive document that included a strategic public outreach plan, engineering and rate analysis and recommendations based on customer input and feedback. The City Council adopted the metering implementation plan with very few changes and implementation has progressed smoothly.

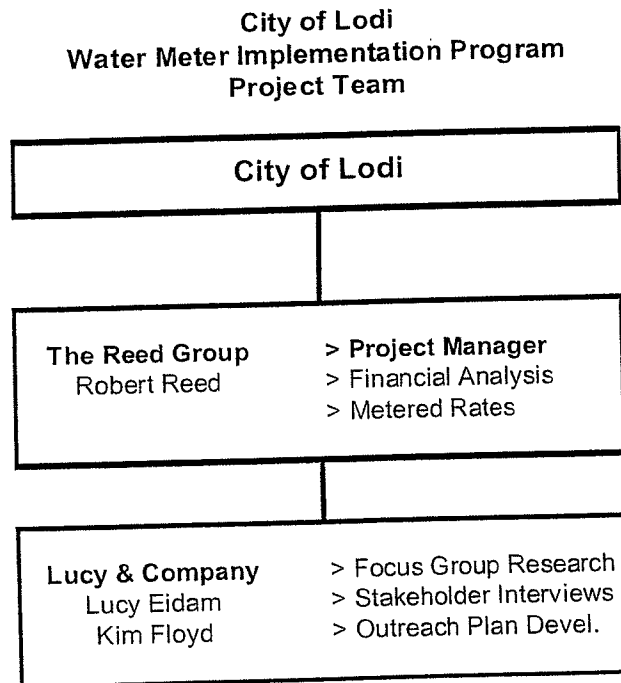
San Juan Water District

In 1999, Lucy & Company conducted scientifically valid research of San Juan Water District's customers. One major finding was that customers felt they were lacking adequate information about metered rate implementation. The research also revealed widespread concern about the impact of metered rates on residential water bills, with 60 percent of all respondents very or somewhat concerned, and 50 percent of all respondents expecting higher bills once metered.

As a result of these findings, Lucy & Company developed a four-year strategic approach to communicating with customers about water meters. Utilizing tactics such as a customer rate resource committee, bill inserts, brochures, Web sites and newsletters, the District has provided customers with various and frequent updates about metered rate implementation in the ensuing years. San Juan Water District transitioned its customers smoothly to metered, well before the target date, with a number of customers voluntarily switching early in the process.

C. Project Team

Our proposed project team is summarized in the organization chart below. A summary of the qualifications and experience of each consultant are also presented below. Resumes for each consultant are included in **Appendix B** of this proposal.



Project Manager – Robert Reed

Robert Reed, President of TRGI, brings 25 years of experience initially as an engineer for a major water/wastewater agency and, for the past 18 years, as a management consultant to local governments. He has provided a diverse range of services to more than 100 clients. Approximately two-thirds of the engagements have been for clients for whom Mr. Reed has

provided multiple services. He has led metering projects for the City of West Sacramento, City of Roseville, City of Folsom, Fair Oaks Water District, and Carmichael Water Districts. He has also performed several metered water rate and related studies for the San Juan Water District, Sacramento Suburban Water District, and other local utilities. He is also currently working with the City of Sacramento on developing metered water rates for residential customers.

Mr. Reed will serve as project manager for the water meter implementation program project for the City of Lodi, and will be responsible for all aspects of the project. He will personally perform the analytical aspects of the project (financial planning and water rate development) and will oversee the work of Lucy & Company. In addition, he will participate in all community meetings, focus groups, and presentations to the City Council.

Lucy Eidam

Lucy has more than 20 years of experience as a communications professional skilled in all phases of strategic development and program supervision. As president, Lucy manages the 10-person organization, providing strategic direction for the firm's clients. She provides insight and guidance to ensure that program components meet overall project goals. In addition to critical thinking, Lucy has a flair for developing creative and innovative campaigns that deliver results.

A trained meeting facilitator, Lucy applies her professional and effective facilitation skills at public meetings and workshops, strategic planning sessions and creative concept meetings. She has particular interest and expertise in process facilitation, bringing together diverse groups and interests to help them work toward consensus-based decisions. She has done this work for varied groups including the Regional Water Authority, the first Regional Cooperative Water Efficiency Plan and the Sacramento Mayors and Board Chair Forum.

Responsible for management of a growing, woman-owned public relations firm specializing in water recycling, wastewater and water public outreach and involvement programs. Lucy's strategic and creative methods result in many successful, multi-faceted campaigns, which include public opinion research, public meetings, stakeholder outreach and targeted media relations.

Kim Floyd

Kim has nearly 14 years of experience as a communications professional skilled in all aspects of public outreach, strategic communication planning and community relations. With background in both the public and private sectors, Kim understands issues from "both sides of the aisle," bringing valuable insight to Lucy & Company and its clients.

Kim's solid technical knowledge is invaluable in directing targeted outreach programs for multi-million dollar infrastructure projects. She leads the firm's research and stakeholder outreach programs, and expertly guides clients through project development and implementation.

As client services manager, Kim is responsible for managing diverse projects ranging from one-time deliverables to comprehensive, multi-year public outreach programs. She helps clients plan effective outreach strategies and choose appropriate tactics to deliver key messages. These

tactics include community meetings, stakeholder outreach, newsletters, Web sites, media relations, advertising and special events.

III. REFERENCES

The Reed Group, Inc. and Lucy & Company offer the following references on metering projects. We encourage you to contact our references and to inquire on how we meet the unique needs of each project and client. Of course, the City already has direct experience in working with The Reed Group, Inc. during the recent water master plan update.

The Reed Group, Inc.

City of West Sacramento - Water Meter Implementation Program
Michael Bessette, Associate Civil Engineer
916-617-4665

City of Roseville - Water Meter Retrofit Program
Derrick Whitehead, Director of Environmental Utilities
916-774-5770

San Juan Water District - Wholesale and Retail Water Rate Studies
Shauna Lorange, General Manager
916-791-6936

Lucy & Company

Sacramento County Water Agency - Meter Retrofit Public Outreach Program
Diane Margetts, Communications and Media Officer
916-874-4517

City of Sacramento - Metering Implementation Community Relations Research
Jessica Hess, Department of Utilities, Public Information Officer
916-808-8260

City of Roseville - Water Meter Retrofit Program-Public Outreach Plan
Derrick Whitehead, Director of Environmental Utilities
916-774-5770

San Juan Water District - Water Meter Outreach Research, Development & Implementation
Shauna Lorange, General Manager
916-791-6936

IV. DESCRIPTION OF PROPOSED SERVICES

This section describes the services to be provided during water meter implementation program project. It includes a discussion of our recommended approach for the project, and a detailed

work plan of tasks. Our goal is to meet the City's objectives by providing a high level of service in a cost effective and efficient manner.

A. Situation Analysis

A few years ago, the City of Lodi established a special charge appearing on the water bill to provide funds for cleanup of groundwater contaminated with PCE and TCE. At the same time, the City is seeking a settlement with parties involved with the contamination. While the cleanup effort may take 40 years, the City wants to review current and projected costs and revenues associated with the issue and verify that the previously developed financial strategy is adequate or adjust it to meet objectives.

In addition, the City is planning for the construction of a new water treatment plant (around 2014), and also examining the current and long-term needs for water system rehabilitation and upgrade. The City would like to explore the financial implications of various scenarios and use this information to develop a sound financial strategy for addressing each issue.

Assembly Bill No. 2572 (AB 2572) became law in 2004 and requires urban water suppliers to install water meters on all water services not previously metered by January 1, 2025. It also requires all water service connections with a water meter to be billed based on water usage no later than January 1, 2010.

The city of Lodi is moving forward with a water meter implementation program pursuant to AB 2572. The City must complete the installation of and read about 4,000 meters by January 1, 2010; all remaining connections must be metered and read by January 1, 2025. To date, the City has installed 400 meters through a pilot program and has plans to install 600 more in a subsequent phase. All metered connections continue to be billed on a flat rate.

There is an estimated 17,000 to 18,000 water meter installations that need to be completed as part of the water meter implementation program.

In order to assess and plan for future obligations of the water utility as well as successfully implement the water meter implementation program the City needs to:

- Develop a multi-year financial planning model capable of evaluating a variety of scenarios and financial strategies. In addition to examining the financial aspects of PCE/TCE cleanup efforts, construction of a new water treatment plant, and water system rehabilitation and upgrade needs, the model will be used to assess the financial implications of the metering program, as well as ongoing operations, debt obligations, and the overall capital improvement program for the City's water utility.
- Identify the number and type of water meter installations that will need to be completed both by 2010 and by 2025. This plan, including cost estimates and timeline are being developed by City staff.
- Evaluate and develop a metered water rate structure and develop a transition strategy to implement metered rates.
- Conduct research on public understanding and opinions regarding the requirement to install water meters and to bill customers for water service based on metered usage.

- Develop and implement a public outreach and education program to inform customers about the metering requirements, installation of meters, and transition to metered water rates.
- Identify policy issues related to the metering program and other water utility issues.

The Reed Group, Inc., in association with Lucy & Company, proposes to assist the City with each of the foregoing activities, and to help guide City staff and the City Council with the myriad of issues to be addressed as the program is developed and implemented.

B. Summary of Study Approach

The development of the water meter implementation program will involve the integration of several types of services, each requiring a different set of skills. Key to the success of this project will be the ability of the project manager to coordinate the work of each project team member and ensure that the various elements are woven together in a complete and comprehensive manner.

The success of this project will also hinge on open and honest communications with residents and businesses within the community. We have found that the greatest obstacle to metering or other large projects is often a fear of the unknown. When customers do not understand the issues, do not know their own water use characteristics, and do not recognize the potential benefits of metering there is a tendency to resist change. The resistance can be vocal, political, and entrenched. However, metering can proceed smoothly if the program is developed and implemented in an open manner; one that provides opportunity for input and is responsive to concerns of the community. By taking a proactive and strategic approach, the City can enhance its public relations with its customers. Our proactive approach includes research to gauge the pulse of the community as we develop specific implementation recommendations. Public outreach objectives of this project include:

- Increase customers' knowledge and understanding about the state legislation mandating meter installations
- Communicate and address potential issues of concern in a straight-forward manner, either in written communications or prepared statements, to both English and non-English speaking customers
- Repeatedly provide new and timely information about metering through various communication materials and methods
- Drive traffic to the City of Lodi's web site, or other identified source, for more information about water meters
- Help City staff to educate the public by providing information about the program to customers, elected officials, business and community leaders, and other stakeholders.

C. Work Plan

Our work plan is intended to meet the City's objectives for this project and is structured based on the scope of work discussed with the City in recent months. Deliverables associated with

each task are identified, and the table following the task descriptions summarizes the estimated consultant hours associated with each task and sub-task.

Task 1 – Financial Planning and Water Rate Setting

This study will include developing a multi-year financial planning model to evaluate the current and estimated future financial condition of the water utility. The financial plan will then be used to (1) assess the financial implications of a variety of long-range planning and capital improvement program issues, (2) evaluate the metering program, as well as other planned capital improvement projects, (3) identify the annual water rate revenue requirements, and (4) consider financial policies and other actions to help mitigate future water rate increases. This task will also include calculating water rates, including new metered water rates for residential customers, and developing a transition strategy for converting flat rate customers to metered rates. Task 1 will be comprised of four sub-tasks. They include:

- 1.1 Financial Plan Development – A multi-year financial plan will be developed for the City’s water utility consistent with the time frame used for long-term planning. The financial plan will consider operating and maintenance costs, current and future debt obligations, and capital program needs. The primary purpose of the financial plan will be to determine annual water rate revenue requirements (to be used for rate setting). However, the plan will also be used to consider financial policies, identify when the City may need to issue new long-term debt for capital projects (e.g., water treatment plant), and evaluate the impacts of new debt obligations.

Various aspects of the water meter implementation program may affect the financial plan. This could include (1) capital program costs and schedule associated with installing water meters on existing water service connections, (2) transition to metered rate billing for residential customers, (3) implementation of public outreach plan recommendations, (4) operational changes associated with the metering program, including meter reading, utility billing, and meter replacement. During this project, we will monitor the potential financial implications of all aspects of the water meter implementation program.

Deliverables: Memorandum to staff with updated financial plan exhibits

- 1.2 Scenario Development and Analysis – The financial planning model will provide a valuable tool for analyzing various financial issues. Working with City staff, we will identify, define, and model up to four scenarios for financial analysis. Scenarios will include evaluating the current and projected revenues and expenses related to the PCE/TCE cleanup effort, evaluating the implications of water system rehabilitation and upgrade projects, timeline, and funding, and evaluating the impacts of the planned water treatment plant. The analyses will include developing financial strategies for each scenario with the intention of minimizing future water rate increases.

Deliverables: Memorandum summarizing financial plan scenarios, assumptions, findings, and financial strategies.

- 1.3 Water Rate Calculations – This sub-task will include development of recommendations regarding metered water rates for residential customers, as well as

a general update of the City's other water rates. Annual revenue needs will be determined using the financial plan model. Water rate calculations will include cost of service analyses and rate design to develop rate structures that provide needed revenues, are equitable to customers, and meet other City objectives. We will meet with staff to discuss the various rate structure alternatives available to the City, as well as their advantages and disadvantages. In particular, we will address (1) the requirements for implementing conservation-oriented rate structures, (2) financial stability, and (3) affordability of water service. A decision on rate structure recommendations will also reflect information obtained from public outreach research activities. We will then develop metered water rate schedules based on a proposed rate structure. Calculations will be based on available data and information, and revenue requirements contained in the multi-year financial plan.

Deliverables: Water rate summary report with 5-year rate schedules and transition strategy

- 1.4 Metered Rate Transition Strategy - The City is required to begin billing on metered water rates by January 1, 2010 for all customers with water meters. The task will include developing a metered rate transition strategy and timetable. The transition strategy will consider existing customers with and without water meters, as well as new connections occurring as new development occurs.

The transition to metered billing of residential customers can begin once meters are installed and meter reading activities begin. At present, several hundred water meters are already in place (and a few thousand simple need meters dropped into existing boxes). In addition, all new construction includes meters. Once meter reading activities are initiated the transition to metered billing can also begin.

We recommend that the transition strategy include a multi-prong approach. Of course, we will revise our recommendations based on community outreach research as well as input from staff. However, the metered billing transition strategy should consider:

- Immediate metered billing for all new service connections
- Voluntary metered billing for all existing customers that have meters and believe they would benefit from metered billing (i.e., have lower bills)
- 12-months of water use history and comparative bills provided before any residential customer is required to be on metered rates
- Statutory deadlines for converting customer to metered rates.
- Availability of water conservation assistance programs to help customers reduce their water usage.

In developing the metered billing transition strategy for the City we expect to work closely with multiple departments of the City (e.g., public works, finance, City manager's office, etc.)

Deliverables: Metered billing transition strategy (to be included in metered rate summary report - sub-task 1.2)

Task 2 – Public Outreach

The goal of this task is to educate customers about the water meter implementation process by executing a proactive, strategic public outreach program designed to increase customer knowledge about water meters and what a metering program means to the City of Lodi, the meter installation process, and potential rate increases and financial impacts to customers.

Lucy & Company, in conjunction with The Reed Group, will develop a research and experience-based public outreach approach, creating the most positive and successful meter implementation program possible. Phase I research, as proposed below, will provide the foundation for a comprehensive public outreach program strategy. Possible components of such a program have been highlighted for reference purposes in Phase II. A complete implementation schedule and task strategy will be prepared upon thorough analysis of research findings.

2.1 Focus Group Research – In this sub-task Lucy & Company will recruit focus groups which generate qualitative data allowing for the exploration of issues in greater detail than quantitative studies. Focus groups are often used to uncover information about particular issues or topics where little is known and to confirm or refute assumptions. They can be used as a starting point for future research or to unearth issues that require further study. Focus groups help identify the “pulse” of a particular community or group for the following reasons:

- Focus groups are less structured than quantitative studies, allowing for the introduction of new angles and perspectives – rather than forcing a participant to select from predetermined rating scales or categories.
- The dynamics of a focus group environment often lend value-added elements – focus groups can take on an educational quality in which participants inform one another about the issues at hand.
- The “open response” format provides an opportunity to obtain large and rich amounts of data in the respondents’ own words, helping clarify important key messaging opportunities.
- Participants can react to and build upon the responses of other group members, increasing opportunities for enhanced understanding.

The city of Lodi’s Water Metering Implementation Program focus groups will touch on the following areas, each having critical importance to public outreach planning:

- Is the general public aware of the water metering concept?
- What definition of metering makes sense to a layperson?
- What are the prevailing attitudes about the concept?
- What relevant points should be made to address the key concerns expressed by the general public and stakeholders as the project moves forward?
- What opportunities and challenges will likely arise during program implementation?

To evaluate attitudes about metering, a demographically-relevant mix of community members will be randomly recruited to participate in one of three focus groups. The strategic recruiting process better ensures the groups accurately reflect the demographic composition of the community, resulting in a more pristine, meaningful outcome.

Lucy & Company will: develop needs, expectations and questions in partnership with the project team; coordinate development of recruitment screener and moderator's guide; moderate two focus groups; facilitate transcription services and develop a comprehensive research report for use in determining tactics for strategic public outreach plan.

Focus Group Methodology

- Each focus group of 10 people (maximum) will last for two hours.
- Participants will be randomly recruited to ensure fair representation of all community member groups.
- Participants will be provided a light dinner and paid \$60 each for their time and input.

Deliverables: Focus group research report summarizing findings

- 2.2 Stakeholder Interviews - One-on-one interviews would be the most effective means of soliciting feedback from and gauging opinions and attitudes of business, community and other key opinion leaders. Lucy & Company would schedule and conduct up to 10 interviews, either in-person or via telephone, with key opinion leaders. These representatives would be identified in partnership with the City.

Deliverables: Stakeholder Interview Synopsis

- 2.3 Public Outreach Plan Development - Based on input from focus groups and stakeholder interviews, Lucy & Company will work with the City to develop a strategic public outreach plan to guide the meter installation and rate transition program throughout 2013. The plan will provide an overall guide for activities and will include evaluation milestones and key messages to ensure goals and objectives are met. The plan will also include recommendations for an implementation phase of the public outreach program (as described below).

Deliverables: Public outreach plan

- 2.4 Public Outreach Implementation (Phase II) - Most of the metering program's first four months will be dedicated to Phase I research and planning. The remainder of the time will be spent on Phase II outreach implementation. Below are suggested activities; however, a detailed scope and cost estimate will be presented as part of the public outreach plan in Phase I based on research findings.

Stakeholder Database - Develop and maintain comprehensive stakeholder database to include water services customers, city staff, elected officials and other public opinion leaders.

Key Messages - Develop key messages to serve as the foundation of the Metering Implementation Outreach Campaign. A key message consists of one brief positioning statement along with two to three supporting statements that are used to address a particular topic. The key messages will be incorporated into all communications materials to ensure that all city representatives are sharing consistent messages and speaking with one voice.

Outreach Materials - The team will prepare a suite of outreach materials and develop design standards, topic lists and other information which will be included in all future metering communication pieces. Examples of potential outreach materials include:

- Official letter printed on city letterhead and envelope
- Direct mail postcards or newsletters
- Metering brochure/Frequently Asked Questions (FAQ)
- Door hangers (notice of meter installation)

Media Relations - Working with the media to ensure customers are receiving messages about metering through a variety of avenues will help diminish any major opposition later down the road.

Web Site - Develop a Web page that incorporates information about water metering and its implications for the city of Lodi, as well as general FAQs about the meter installation process.

Stakeholder Outreach - Work with local organizations to place information about the metering program in community publications and resources. Examples include neighborhood association publications, chamber newsletters, applicable Web sites, etc.

Community Meetings - In order to reach both the general public and opinion leaders, Lucy & Company recommends a two-fold approach to community meetings:

1. Presentations to the City Council
2. Presentations to community organizations, neighborhood associations and civic groups.

Hotline Number - Establish a "24/7" hotline to provide Lodi residents with a single number for information about the metering program.

Graphic Identify - Establish and standardize graphics to utilize when communicating information about the metering implementation program.

Task 3 - Project Management/Coordination

This task includes various project management and coordination activities, as well as other activities not covered in other tasks.

- 3.1 Meetings with Staff - Our Project Manager, and other consultant staff, as appropriate, will be available to meet with City staff throughout the project. We anticipate the need for a number of formal meetings with staff from various City departments to address issues such as meter reading, metered billing, etc. Other

meetings may be required to coordinate with the City's project manager, and to plan various aspects of the project

Deliverables: Meeting agendas

- 3.2 Project Management - Our Project Manager, Bob Reed, will be responsible for managing and coordinating the activities of the project team throughout the engagement. Mr. Reed will be the primary point of contact with the City and have overall responsibility for the project. Immediately upon receiving a notice to proceed, we will schedule a kick-off meeting between project team members and appropriate City staff. At that time, we will review the project scope, approach, and schedule, and coordinate initial activities.

In addition, each month we will prepare and submit via e-mail monthly invoices to the City's project manager.

Deliverables: Monthly invoices

- 3.3 "Shirt Sleeve" Study Sessions - The City Council conducts weekly study sessions where council members can devote time to specific issues. Because of the variety and complexity of issues to be addressed during this project, it is proposed that a series of study sessions be conducted with the Council to address the financial planning, water rate, and metering program issues to be covered by the study. These study sessions would provide the opportunity for early input to the study as well as a chance to become fully familiar with the many complex and interrelated issues that will impact the water utility for years to come. While the specific schedule and agenda for these study sessions will be determined as the study progresses, this sub-task allows for up to five study sessions with the City Council.

Deliverables: Study Session materials

- 3.4 Presentation of Recommendations - Final study conclusions and recommendations will need to be presented to the City Council for consideration and approval. We propose to attend and make formal presentations during two City Council meetings. The first meeting would occur once recommendations are finalized and would precede the start of the public hearing notice process required to approve new water rates. The second presentation to the City Council would occur in conjunction with a public hearing to adopt new water rates. In particular, we propose to present recommendations regarding (1) metered water rate structure, (2) transition strategy from flat to metered rates, (3) and public outreach plan to inform and educate customers.

Deliverables: Presentation materials

D. *Additional Services*

We have prepared our work plan in accordance with our understanding of the project. Every proposed engagement work plan is limited in its scope due to factors such as the availability of information, the client's definition of tasks, limited familiarity with issues, etc. As the water meter implementation program project proceeds, the City may wish its consultants to perform additional tasks not currently planned. We take pride in our ability to adapt our work plan to

accommodate each client's needs, often without adjustments to project budget or schedule. We will work closely with the staff to ensure the project proceeds according to plan. However, should the City desire additional assistance or services, not now contemplated, we would be pleased to address your needs. Potential areas of additional assistance include:

- Conduct a workshop with City staff, City Council members, and/or interested citizens on the pros and cons of alternative water rate structures for residential customers. This would precede detailed metered water rate calculations.
- Conduct community meetings to inform the community about the metering program.
- Assist with customer notification of meter installation just prior to construction.
- Other tasks as identified during the study.

V. PROJECT BUDGET AND SCHEDULE

The table below summarizes the estimated cost for the water meter implementation program project. The cost estimate includes estimated hours and expenses for each task. The detail is provided for information purposes. We are committed to providing the services as described herein for a not-to-exceed limit of \$114,670, including expenses. While the costs associated with individual tasks may vary from those shown in the table, the entire project would be performed within the contract ceiling.

**City of Lodi
Water Utility Financial Planning, Rate Setting, and Meter Implementation Program
Cost Proposal and Project Budget**

Task	L & C					Total Hours	Profess. Fees	Expenses
	Bob Reed	L & C Principal	Client Srv. Mgr.	Project Manager	Outreach Specialist			
Hourly Billing Rates -->	\$ 220	\$ 175	\$ 165	\$ 130	\$ 100			
1. Financial Planning and Rate Setting								
Financial Plan Development	56					56	\$ 12,320	
Scenario Development & Analysis	64					64	\$ 14,080	
Water Rate Calculations	48					48	\$ 10,560	
Metered Rate Transition Strategy	16					16	\$ 3,520	
2. Public Outreach								
Focus Group Research	8	15	20			68	\$ 10,185	\$ 7,010
Stakeholder Interviews			15	30		65	\$ 8,375	
Public Outreach Plan Development	4	2	6	25		47	\$ 6,470	
Phase II - Implementation		To be determined				TBD	TBD	
3. Project Mgmt./Coordination								
Team Meetings	16	5	10	17		58	\$ 9,255	\$ 2,500
Project Management	12		5	5		27	\$ 4,615	
"Shirt Sleeve" Study Sessions	80					80	\$ 17,600	\$ 600
Presentation of Recommendations	16					16	\$ 3,520	\$ 200
Subcontractor Markup (10%)								\$ 3,860
TOTAL HOURS AND COSTS	320	22	56	77	70	545	\$ 100,500	\$ 14,170
TOTAL PROJECT COSTS-->							\$ 114,670	

It is our practice to bill clients for actual costs, subject to the not-to-exceed budget, on a monthly basis. All payments are due within 30 days. Our cost estimate is valid for 90 days and is based on the project schedule, as described below. Our cost estimate is based on the comprehensive scope are described herein. If only select tasks are selected, the individual cost of tasks may

change. Cost estimates also are based on designers maintaining ownership of printer files and electronic working files. The City may purchase these ownership rights for an additional charge. Hourly billing rates and other charges are subject to adjustment in January of each year.

The timeline below is consistent with a 6-month schedule to perform financial and rate setting tasks and to develop a public outreach plan. Implementation of the public outreach plan (phase 2) would begin after completion of phase 1. Our schedule assumes that the City awards a contract June, with work to beginning in early July. Because of the nature and scope of this project both the consultant and staff must bear responsibility in keeping the project on schedule. Estimates of the timing of each task, as well as of major milestones in the project, are depicted in the schedule below.

City of Lodi
Water Utility Financial Planning, Rate Setting, and Meter Implementation Program
Project Schedule

Task	July	August	September	October	November	December	January	February
1. Financial Planning and Rate Setting								
Financial Plan Development	█							
Scenario Development & Analysis		█	█					
Water Rate Calculations			█	█				
Metered Rate Transition Strategy				█				
2. Public Outreach								
Focus Group Research		█	█					
Stakeholder Interviews			█	█				
Public Outreach Plan Development				█				
Phase II - Implementation							█	█
3. Project Mgmt./Coordination								
Team Meetings	█	█	█	█	█	█	█	█
Project Management	█	█	█	█	█	█	█	█
"Shirt Sleeve" Study Sessions							█	█
Presentation of Recommendations								

We will review the schedule with staff during the kick-off meeting. In particular, we will review a schedule and topics for each planned study session to be held with the City Council. Many of the project tasks and sub-tasks can proceed in parallel, although some activities will need to follow a logical sequencing.

APPENDIX A - THE REED GROUP, INC. - CLIENT LISTING

Partial Listing of Water/Wastewater Clients

Client	Rate/Fee Studies and Financial Planning											Management Studies				Lit.Spt.					
	Water Rates	Wastewater Rates	Reclaimed Water Rates	Stormwater Program	Capacity Charges	Cost of Service Analyses	Industrial Allocations	Wrkshps./Citizen Comm	Special Rate/Fee Issues	Administrative Fees	Debt Iss./Coverage Calc.	Multi-Year Financial Plan	Reserve Policies	Strategic Planning	Organization Study	Operations Review	Conservation Planning	Metering Programs	Inst. Anal./Consol. Study	Utility Rates	Capacity Charges
<i>The Reed Group, Inc. Projects*</i>																					
Amador Water Agency	✓				✓	✓		✓	✓		✓	✓									✓
Bear Crk. Vly. San. Auth., OR					✓	✓			✓												
City of Calistoga					✓	✓			✓												
City of Camarillo	✓	✓							✓									✓			✓
Carmichael Water District	✓				✓	✓		✓	✓		✓	✓									✓
Contra Costa Water District	✓				✓	✓	✓	✓	✓										✓		
City of Dana Point					✓	✓		✓	✓			✓	✓								
City of Del Mar	✓	✓			✓	✓	✓	✓	✓		✓	✓									
City of Dixon	✓	✓			✓	✓	✓	✓	✓		✓	✓									
Dixon-Solano Muni. Wtr. Srvc.	✓				✓	✓		✓	✓		✓	✓									
Dublin San Ramon Serv. Dist.					✓	✓			✓					✓	✓						
East Bay Munic. Utility Dist.					✓	✓								✓	✓				✓		
City of East Palo Alto					✓	✓															
El Dorado Irrigation Dist.					✓	✓															✓
Fair Oaks Water District	✓				✓	✓		✓	✓		✓	✓									✓
City of Folsom	✓	✓			✓	✓		✓	✓		✓	✓									✓
City of Galt	✓	✓			✓	✓															✓
City of Hanford					✓	✓			✓		✓	✓									
City of Lathrop	✓	✓			✓	✓			✓		✓	✓				✓					
Los Angeles DWP	✓				✓	✓		✓	✓		✓	✓									
City of Manteca	✓				✓	✓		✓	✓		✓	✓									
Marin Municipal Water Dist.	✓		✓		✓	✓		✓	✓	✓	✓	✓		✓	✓	✓					
Mesa Consolidated Wtr. Dist.					✓	✓								✓	✓	✓					
City of Morgan Hill	✓	✓			✓	✓					✓	✓									
Nipomo CSD	✓	✓			✓	✓		✓	✓		✓	✓									
Northridge Water District	✓	✓			✓	✓		✓	✓		✓	✓									
City of Oceanside	✓	✓			✓	✓		✓	✓		✓	✓		✓	✓	✓					
Olivenhain Munic. Wtr. Dist.	✓	✓			✓	✓					✓	✓									
City of Orange	✓	✓			✓	✓					✓	✓									
Quincy CSD	✓	✓			✓	✓	✓	✓	✓		✓	✓									
City of Plymouth	✓				✓	✓			✓		✓	✓									
City of Redding	✓	✓			✓	✓					✓	✓									
Rio Linda/Elverta CWD	✓	✓			✓	✓		✓	✓		✓	✓									✓
City of Roseville	✓	✓			✓	✓		✓	✓		✓	✓									✓
City of Sacramento	✓				✓	✓					✓	✓									
Sacramento Suburban WD	✓				✓	✓					✓	✓									
City of St. Helena	✓	✓			✓	✓					✓	✓									
City of San Clemente	✓	✓			✓	✓					✓	✓									✓
San Juan Water District	✓				✓	✓					✓	✓		✓	✓	✓					
City of San Leandro					✓	✓					✓	✓									✓
Santa Margarita Water Dist.	✓	✓	✓		✓	✓		✓	✓		✓	✓									
City of Santa Monica	✓	✓			✓	✓		✓	✓		✓	✓									✓
City of Santa Rosa	✓	✓			✓	✓		✓	✓		✓	✓									
City of Santa Monica	✓	✓			✓	✓		✓	✓		✓	✓		✓	✓	✓					
Solano Irrigation District	✓				✓	✓		✓	✓		✓	✓		✓	✓						
Suisun-Solano Water Auth.	✓				✓	✓		✓	✓		✓	✓		✓	✓						
City of Sutter Creek		✓			✓	✓			✓		✓	✓									
Trabuco Canyon Water Dist.	✓				✓	✓		✓	✓		✓	✓									✓
City of West Sacramento	✓				✓	✓					✓	✓									
Town of Yountville	✓	✓			✓	✓			✓		✓	✓									

* Some projects were performed by Robert Reed prior to establishing The Reed Group, Inc.

APPENDIX B - CONSULTANT RESUMES

ROBERT REED**THE REED GROUP, INC.**

Mr. Reed is President of The Reed Group, Inc. (TRGI). He has over 20 years of experience providing a broad range of financial and management consulting services to local governments in the areas of water and wastewater utility management, as well as public works and engineering functions. The mission of TRGI is to provide clients with an exceptional level of service and responsiveness, to develop creative yet practical solutions to client needs, and to broaden understanding and facilitate consensus on complex issues. Areas of specialty include:

Utility Rate/Fee Studies - water, wastewater, stormwater, and solid waste cost of service and rate design studies; wholesale and retail rates; marginal cost pricing; community-based rate setting methodologies

Water Meter Retrofit Implementation - planning, development, and implementation of meter retrofit programs including technical evaluation of metering options, cost analysis and scheduling, financial planning and funding strategies, transition from flat to metered rate structures, rate structure analysis, and public outreach and education

Capital Facility Financing Studies - evaluation of the economic and financial feasibility of capital improvement programs; capital facility financial planning; development impact fee and capacity charge studies

Resources Management - financial reserve policy analysis; water conservation planning; drought impact studies; urban water management plan preparation; water rate conservation incentives; water supply yield and water availability studies.

Litigation Support - litigation support, including expert witness testimony in matters related to water and wastewater rates and charges including Proposition 218; provided technical support during SWRCB water rights proceedings.

Representative Projects

- ❖ *City of Roseville, (since 1999)* - In 2000, Mr. Reed assisted the City of Roseville with the development of a water meter retrofit program. The project included financial analyses, public outreach and education, and development of metered water rates. During the study we conducted several focus group workshops, and worked with a citizen advisory committee to develop plan recommendations. Plan recommendations were presented to the Public Utilities Commission and City Council. Since that time Mr. Reed has continued to work with the City on a variety of water, sewer, stormwater, and solid waste issues.
- ❖ *City of Folsom, (since 1999)* - Assisted the Public Works Department with the development of a meter retrofit program and water rate structure study. The meter implementation program included public outreach, multi-year financial planning, and rate analyses. Mr. Reed also performed a wastewater and solid waste rate and fee study for the City. Each project also included extensive involvement with the City's Utility Advisory Committee, and presentations to the City Council.
- ❖ *Fair Oaks Water District (since 1998)* - Comprehensive water rate study. Assisted staff and the Board of Directors in considering a broad range of water rate and fee issues. In 1999, Mr. Reed led a study to develop a Metering Implementation Plan for the District. This study includes the technical

evaluation of meter installation issues, development of a multi-year financial plan to determine how to pay for and finance meter installations, and assessment of needed public outreach and education activities. Mr. Reed assisted the District in refunding existing long-term debt to take advantage of low interest rates. We also explored the availability and suitability of low-interest SRF loans for the metering program. A detailed 15-year financial plan was developed as part of this project.

- ❖ *Carmichael Water District, CA (since 1997)* – Water rate study and 5-year financial plan. Conducted 10 workshops with an 11-member citizens advisory committee (including 2 Board members). Focus of study was on cost of service issues and rate design with a transition from flat to metered rates. The District’s largest customers were represented on the committee. Mr. Reed has continued to assist the District with water rate and financial plan updates, as well as litigation support services. He also assisted the District in successfully rebutting a legal challenge to the District’s water rates on Proposition 218 grounds.
- ❖ *San Juan Water District (since 2000)* – Assisted the San Juan Water District with several water rate and financial planning studies at both the retail and wholesale levels. In 2005, Mr. Reed is assisting with an update to the District’s retail financial plan and water rates. Mr. Reed is also updating the District’s retail connection fees as part of this study.
- ❖ *Solano Irrigation District (since 1998)* – Water rate and financial plan studies. Assisted the District in three separate studies to address policy issues related to rate structures, revenue strategies, financial policies, and long-range financial planning. Separate studies were performed for the Dixon-Solano Municipal Water Service (joint water system with City of Dixon), the Suisun-Solano Water Authority (joint water system with the City of Suisun City), and SID’s General Fund. Public workshops have been conducted with elected officials and the public in each study. In 2000, Mr. Reed served as Project Manager on a classification, compensation, and organization study for the District. The study included interviews with about one-half of the staff throughout the organization and focused on organizational structure issues to improve operational effectiveness. A compensation survey was performed to compare the District with its labor market, and job descriptions were updated to reflect the work performed for each of about 40 staff positions.
- ❖ *Sacramento Suburban Water District, CA (1996-present)* – Mr. Reed is currently working with the Sacramento Suburban Water District on preparing an update to their capital improvement plan, multi-year financial plan, and water rates. Mr. Reed worked with the predecessor Northridge Water District on to develop two previous five-year water rate plans and FDC calculations. He also developed recommendations on wheeling charges whereby other entities could wheel water through the District’s transmission facilities. Mr. Reed also assisted the Arcade Water District (also a predecessor to SSWD) in working with their Irrigation Task Force and developing an alternative conservation-oriented water rate structure for public agency irrigation customers.
- ❖ *City of Sacramento* – Assisted the Utilities Department on several small projects, including assessment of residential flat water rates, update to water system connection fees, and evaluation of potential annexation of a portion of SSWD’s service area into the City’s water utility service area.
- ❖ *City of Lathrop (since 1993)* – Assisted the City to develop comprehensive capital facilities fee (development impact fee) program for the City including facilities related to storm drainage, water, sewer, transportation, municipal facilities, parks, and community facilities. Also performed several utility rate studies and worked with financing team on the issuance of long-term debt for water system improvements.

- ❖ *Contra Costa Water District, CA (since 1996)* - Wholesale (raw) water rate structure study affecting the District's municipal and industrial customers. Working with a Technical Advisory Committee (TAC), we developed recommendations for modifying the water rate structure to better achieve District objectives. Also provided litigation support or expert witness assistance in litigation on the District's Facilities Reserve Charges (similar to SDCs).
- ❖ *City of Santa Rosa, CA (since 1998)* -- Water and wastewater rate study. Performed a water and wastewater rate study for the City of Santa Rosa's retail operations. The study included detailed cost of service analyses, refinement of current rate structures, development of a five-year financial plan, and review of financial policies and practices. During the study we performed two day-long workshops with City staff to explore rate and financial issues in detail. Staff found these workshops to be extremely beneficial in understanding and developing consensus on various issues. Mr. Reed also performed studies pertaining to water shortage rates, water conservation incentives embodied in rate structures, and financial reserve policies.

Education

B.S., Engineering, University of California, Los Angeles, 1982
M.S., Water Resources Engineering, University of California, Davis, 1990
M.B.A, Public Policy and Management, University of California, Davis, 1990
Licensed Civil Engineer in California (Lic. No. 41064)

Professional Background

East Bay Municipal Utility District, Water Resources Planning, 1983-1988
Ernst & Young, Governmental Consulting Practice, 1990-1992
David M. Griffith & Associates, Utility Consulting Practice, 1992-1996
Hilton Farnkopf & Hobson, Water/Wastewater Practice, 1996-1998
Reed Consulting Group, Owner, 1998-2000
The Reed Group, Inc., President, 2001-present

LUCY EIDAM**Principal, Lucy & Company**

Lucy has more than 20 years of experience as a communications professional skilled in all phases of strategic development and program supervision. As president, Lucy manages the 10-person organization, providing strategic direction for the firm's clients. She provides insight and guidance to ensure that program components meet project goals. In addition to critical thinking, Lucy has a flair for developing creative and innovative campaigns that deliver results.

A trained meeting facilitator, Lucy applies her professional and effective facilitation skills at public meetings and workshops, strategic planning sessions and creative concept meetings. She has particular interest and expertise in process facilitation, bringing together diverse groups and interests to help them work toward consensus-based decisions. She has done this work for varied groups including the Regional Water Authority, the first Regional Cooperative Water Efficiency Plan and the Sacramento Mayors and Board Chair Forum.

Responsible for managing a growing, woman-owned public relations firm specializing in water recycling, wastewater and water public outreach and involvement programs. Lucy's strategic and creative methods result in many successful, multi-faceted campaigns, which include public opinion research, public meetings, stakeholder outreach and targeted media relations.

Representative Clients

- ◆ Sacramento Regional County Sanitation District (SRCSD)
- ◆ Yolo County Water Resources Association
- ◆ Sacramento County Water Agency
- ◆ City of Sacramento, Elk Grove and West Sacramento
- ◆ San Juan Water District

EDUCATION

- ◆ University of Oregon, Eugene - Bachelor of Science, Rhetoric and Communications, 1987
- ◆ University of California, Davis - Continuing Education in Water Resources Planning, Meeting Facilitation and Public Relations
- ◆ University Associates, San Diego - Advanced Facilitation Training, 2001

AWARDS/COMMUNITY INVOLVEMENT/AFFILIATIONS

- ◆ Public Relations Professional of the Year, 2000, Sacramento Public Relations Association
- ◆ Board of Directors President, California International Marathon
- ◆ WateReuse Association - member
- ◆ Association of California Water Agencies - member
- ◆ Sacramento Area Water Works Association - member
- ◆ California Water Awareness Campaign - member
- ◆ Water Education Foundation - member

KIM FLOYD**Client Services Manager, Lucy & Company**

Kim has nearly 14 years of experience as a communications professional skilled in all aspects of public outreach, strategic communication planning and community relations. With background in both the public and private sectors, Kim understands issues from “both sides of the aisle,” bringing valuable insight to Lucy & Company and its clients.

Kim’s solid technical knowledge is invaluable in directing targeted outreach programs for multi-million dollar infrastructure projects. She leads the firm’s research and stakeholder outreach programs, and expertly guides clients through project development and implementation.

As client services manager, Kim is responsible for managing diverse projects ranging from one-time deliverables to comprehensive, multi-year public outreach programs. She helps clients plan effective outreach strategies and choose appropriate tactics to deliver key messages. These tactics include community meetings, stakeholder outreach, newsletters, Web sites, media relations, advertising and special events.

Representative Clients

- ◆ City of Stockton Municipal Utility Department - Delta Water Supply Project
- ◆ City of Stockton Department of Community Development - Process Improvement Project (*completed September 2007*)
- ◆ City of Sacramento Department of Utilities - Customer Satisfaction Research (*completed January 2008*)
- ◆ Sacramento Area Sewer District (formerly CSD-1) - Fats, Oils and Grease
- ◆ West Sacramento Flood Control Agency
- ◆ Three Rivers Levee Improvement Authority
- ◆ Department of Water Resources - Floodplain Mapping/Lower Sacramento Basin

Past Experience

Prior to joining Lucy & Company, Kim served as the manager of government and corporate communications for one of the nation’s largest electric utility cooperatives. In that role, she was responsible for developing and managing a public outreach strategy to gain community support for the siting and construction of new energy generation facilities, including a \$250 million clean coal plant and a \$100 million natural gas plant. She was also responsible for monitoring and negotiating planning and land use policies and regulations. In that capacity, she successfully represented the utility’s interests in dealings with local municipalities and government agencies, elected officials, key stakeholders and members of the public.

Kim also spent six years as a public information specialist in Alaska’s second-largest K-12 public school system, during which time she successfully led three major school bond campaigns and facilitated hundreds of public meetings on issues as diverse as budget cuts, boundary changes and privatization of district operations. In addition, she developed a

partnership program with the community's major residential developers, which resulted in the gifting of land to the district for future school sites. She also spearheaded communication efforts for six consecutive contract bargaining efforts. Kim began her career as an account executive at a large Sacramento-based public relations firm where she worked on water, transportation and special land use projects. Kim grew up in Stockton and is a graduate of Tokay High School and University of the Pacific.

Awards/Community Involvement/Affiliations

Kim is active in many business, community and civic organizations. She is certified in the Incident Command System (ICS) and has served as a PIO on a county emergency response team. Kim recently edited *WORDSMITHING: The Art & Craft of Writing for Public Relations*, a textbook published by Pearson and used in public relations programs in colleges and universities throughout the United States. Other activities include:

- ◆ Sacramento Metro Chamber Cap-to-Cap Flood Protection Committee - member
- ◆ Rotary International - member
- ◆ Public Relations Society of America - member

Education

- ◆ University of the Pacific, Stockton - Bachelor of Arts, Cum Laude, Communications and Public Relations, 1994
 - ◆ *Outstanding Communications Senior*
 - ◆ *Outstanding Public Relations Senior*
 - ◆ *Mortarboard Honor Society - Member*

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE MASTER AGREEMENT AND TASK ORDER NO. 1 OF WATER UTILITY FINANCIAL PLANNING, RATE SETTING AND METER INSTALLATION PROGRAM AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Assembly Bill 2572 mandates that usage-based residential water billing begin by January 1, 2010 for customers with water meters; and

WHEREAS, assistance is required in order to meet the usage-based billing deadline for the 2,472 customers that have purchased water meters since 1992; and

WHEREAS, staff recommends the services of The Reed Company and The Lucy Company be retained to facilitate introduction of a usage-based water rate.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Master Agreement and Task Order No. 1 of the Water Utility Financial Planning, Rate Setting and Meter Installation Program in the amount of \$114,670 with The Reed Group, Inc., of Sacramento, California; and

BE IT FURTHER RESOLVED that funds in the amount of \$125,000 be appropriated from Water Capital funds for this project.

Dated: August 6, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Chapter 13.16, “Solid Waste,” by Repealing and Reenacting Section 13.16.010 Definitions

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the introduction of an ordinance amending Chapter 13.16, “Solid Waste,” by repealing and reenacting Section 13.16.010 Definitions to the Lodi Municipal Code (LMC).

BACKGROUND INFORMATION: Lodi Municipal Code (LMC) chapter 13.16 regarding solid waste establishes the City’s exclusive right to collect solid waste within the City and this function has been contracted to Central Valley Waste Services (CVWS). This contract covers all residential and commercial solid waste but does not include industrial solid waste.

The determination of whether a customer is industrial or commercial is typically made by the Public Works Director as the designee of the City Manager and all industrial customers must be approved by the Public Works Director. By definition (LMC 13.16.010 J), industrial waste “means solid waste originating from manufacturing facilities including construction and demolition projects.” The intent of the ordinance is that an industrial customer operating within Lodi is primarily a manufacturing facility over and above other activities that may occur at the site. The action requested of Council is to add the words “within the City limits” to the definition of “industrial waste” but the Council is not being asked to make a determination of whether a business is a commercial customer or an industrial customer.

As a matter of practice, one of the four City-permitted industrial haulers submits a written request for the determination that a specific business is an industrial customer. This process was established in the City’s Policies and Procedures Solid Waste Policy No. 2, attached as Exhibit A. Since initiation of the Policy in September 2002, a total of 35 determinations have been requested, of which four have been denied. A summary of the requests is provided as Exhibit B.

At issue is whether a customer with a manufacturing facility outside of the City of Lodi and a commercial warehouse facility within the City can contract with a City-permitted industrial hauler to collect solid waste from both facilities. The policy and ordinance are not specific to this situation and the proposed ordinance wording would clarify that the warehouse facility must be determined to be an industrial customer before a City-permitted industrial hauler would be allowed to service the warehouse facility. As mentioned above, the warehouse facility would have to be primarily a manufacturing facility far exceeding the warehousing operation in order to be determined as an industrial customer.

At the July 16 City Council meeting, this item was tabled to allow staff to bring additional information to the City Council regarding existing warehousing commercial solid waste service and to facilitate discussions with California Waste Services and California Waste Recovery. This information will be

APPROVED: _____
Blair King, City Manager

presented to Council at the meeting. At any rate, to accurately reflect the intent of the current ordinance, the definition of "industrial waste" which is to mean solid waste originating in the City, a revision is needed under Section 13.16.010 C and J. The attached Exhibit C presents the modifications to LMC that would make up the reenacted code. The changes are:

- Revise definition of "industrial waste" to make it clear that waste must originate within City limits to be classified as industrial waste. For example, manufacturing businesses outside of the City limits that are considered industrial often warehouse their products at locations within the City limits. By revising this definition, it will make it clear that warehousing materials in the City produced by an industrial business outside of the City does not make it exempt from the exclusive solid waste franchise.
- Add definition for construction/demolition waste. Construction/demolition waste is considered industrial waste and is mentioned in both the "industrial customer" and "industrial waste" definitions yet was not included in the definition section of the code.

FISCAL IMPACT: None

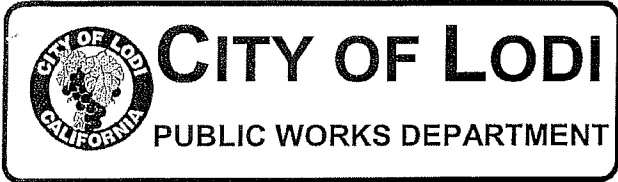
FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/bss

Attachments

cc: Thom Sanchez, Central Valley Waste Services



POLICIES AND PROCEDURES

SOLID WASTE – 2

Commercial/Industrial Determination

9/2002

Purpose/Applications:

The purpose of this policy is to provide a basis for the determination between industrial and commercial solid waste customers.

Definitions:

- **Municipal Code (13.16.010):**

- I. **Industrial Customer** – All manufacturing enterprises who generate industrial waste within the City limits. The City Manager or other designee shall determine if a customer is “industrial” or “commercial”.

- J. **Industrial Waste** – Solid waste originating from manufacturing facilities and factories including construction and demolition projects. Industrial waste also means solid waste produced by any person, firm or corporation primarily engaged in the business of processing and manufacturing.

- **California Integrated Waste Management Board Article 3. §18720:**

- (30) “solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, and publicly operated treatment works”.

- **California Revenue and Taxation Code §6377. Tangible personal property; purchase for use by qualified person or certain contractors; manufacturing, recycling, or research and development; application.**

- (2) “Manufacturing” means the activity of converting or conditioning property by changing the form, composition, quality, or character of the property for ultimate sale at retail or use in the manufacturing of a product to be ultimately sold at retail. Manufacturing includes any improvements to tangible personal property that result in a greater service life or greater functionality than that of the original property.

- Considering the above definitions, the City classifies the following types of customers as “industrial”. Uses engaged in fabricating or manufacturing may be considered industrial such as:

- Cannery/food processing
- Equipment fabrication
- Building/demolition work (the project or construction site).
- Furniture/fixture manufacturing
- HVAC installers who manufacture the sheet metal on site
- Warehousing in support of manufacturing, but not warehousing by a retail store

Solid Waste Determination *Accepted* Businesses

Name of Business	Contact Name	Business Address	Telephone	Classification	Response
Ag Equipment Services	Robert Kelley	133 Commerce Street	367-0950	Industrial	11/5/02
Alexander's Bakery	Judd Cappelletti	1100 W. Lodi Avenue	369-2225	Industrial	12/11/02
American Auto Body	Gary Koepplin	2347 Maggio Circle	334-5289	Industrial	11/05/02
American Master Tech	Donald Jones	1330 Thurman Road	368-4031	Industrial	7/17/03
Anderson Steel	Willy Linton	1803 S. Stockton Street	339-9324	Industrial	11/5/02
Brilliant Furnishing	Steve Mason	1027 Black Diamond Wy, St. C	367-3500	Industrial	1/15/08
BUBCO	Debbie Simmacher	816 B Black Diamond Way	800-474-2532	Industrial	12/3/02
Concrete, Inc.	Robert Hagan	851 E. Lodi Avenue	333-6380	Industrial	11/5/02
Dependable Precision Mfg.	Cliff McBride	1111 S. Stockton Street	369-1055	Industrial	11/5/02
Design Woodworking	David Worfolk	709 N. Sacramento Street	334-6674	Industrial	11/5/02
Finishline Car Audio	Jason Gurney	1300 Auto Center Dr., Suite A	369-3939	Industrial	5/14/07
G.G.Hust and Sons, Inc.	Tina Piazza	20 W. Commerce Street	333-3355	Industrial	11/5/02
Gary's Signs	Gary Markle	1620 S. Ackerman Drive	369-8592	Industrial	12/3/02
George Reed, Inc.	Steve Paoletti	686 E. Lockeford Street	334-0790	Industrial	11/5/02
H. Max Lee, Inc.	Kristen Lee	1250 E. Turner Road	369-8077	Industrial	10/5/04
Haley Woodworks	James Haley	2370 Maggio Cir. Unit 13	607-4296	Industrial	1/09/04
Koehler Heating and Air	Tim Koehler	900 S. Sacramento Street	334-4756	Industrial	11/5/02
L.B. Production Center	Sharon Smith	2488 Maggio Circle	367-3715	Industrial	8/29/05
Lodi Cabinet Sales	Dale Stirm	1004 Industrial Way, Unit C	334-4626	Industrial	
Lodi Glass Service	Jim Garecht	200 E. Lodi Avenue	368-5321	Industrial	11/5/02
Lodi News Sentinel	Theresa Larson	125 N. Church Street	369-2761	Industrial	5/12/04
Lodi Nut Company	Joanne Suess	1230 S. Fairmont	334-2081	Industrial	11/5/02
Lodi Printing Company	Phil Katzakian	2 Louie Avenue	334-4766	Industrial	11/5/02
M&M Graphics	Dixie Matthews	2429 Stockton Street	369-5289	Industrial	7/13/04
Neil O. Anderson Associates	Kandee	902 Industrial Drive	367-3701	Industrial	2/18/04
Northern Electric	Bill Fisher	1115 Black Diamond Way	333-7227	Industrial	7/17/03
Pacific Crane Equip.& Repair	Troy Rifenburg	804 N. Cluff Ave.		Industrial	3/8/05
Pacific Woodwork	Andy Lubniewski	200 Commerce St.		Industrial	1/26/05
Plummer Collision Center	Dan Votaw	127 E. Harney Lane	333-3650	Industrial	11/5/02
Vino Con Brio	Anne Matson	1370 E. Turner Road	369-5392	Industrial	12/8/05
Primo Clean	Leo Volkert	1211 E. Vine Street	333-7272	Industrial	2/27/03

Solid Waste Determination *Denied* Businesses

Name of Business	Contact Name	Business Address	Telephone	Classification	Response
A.M. Stephens Construction	Jennifer Pike	1717 S. Stockton Street	333-0136	Commercial	9/17/03
Java Stop	Bob Casalegno	321 S. Hutchins	369-9381	Commercial	12/3/02
Mike's Upholstery	Mike Pyle	43 Commerce St.	369-7232	Commercial	12/11/02
Vitalink/Neighborhood Phar	Darlene	927 Industrial Way	333-4900 X109	Commercial	12/9/02

13.16.010 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, the following definitions apply:

- A. "Collection" means the act of collecting refuse at the place of waste generation by an approved collection agent (public or private), and is distinguished from "removal."
- B. "Collection vehicle or equipment" means and includes any vehicle or equipment used in the collection of residential refuse or commercial or industrial solid wastes.
- C. "Commercial customers" means all commercial (non-manufacturing) enterprises within the city limits except industrial customers.
- D. "Construction/Demolition waste" means used or discarded materials generated within the city limits during the construction, remodeling, renovation or demolition on residential and commercial buildings and any other structure or pavement.
- E. "Container service" means the type of refuse removal consisting of containers ranging from one cubic yard to fifty cubic yards, typically for large volume refuse generators.
- F. "Contract" means the written agreement covering the performance of the work, including, but not limited to, the formal agreement, and special provisions, affidavits and certificates of equal opportunity employment, certificate of worker's compensation insurance, the proposal, contract specifications and performance bond.
- G. "Contractor" means the individual, partnership, corporation, joint venture or other legal entity entering into a contract with the city to perform the work. When modified by the phrase "as constituted," it means the partnership, corporation or other legal entity as organized and existing, with the same majority shareholders, as determined at the time of the execution of a contract between the contractor and the city.
- H. "Disposal site" means and includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.
- I. "Garden (green) waste" means refuse consisting of grass, leaves, wood chips, green plants, weeds, tree branches and garden trimmings.
- J. "Industrial customer" means all manufacturing enterprises that generate industrial waste within the city limits except commercial customers. The city manager or other designee shall determine whether a customer is "industrial" or "commercial".
- K. "Industrial waste" means solid waste originating from manufacturing facilities and factories within the city limits including construction and demolition projects. Industrial waste also means solid waste produced by any person, firm or corporation primarily engaged in the business of processing and manufacturing for the purpose of wholesale.
- L. "Multi-cart service" means the type of refuse removal designed for source separating into three carts. One cart for non-recyclable materials and non-green waste, one cart for recyclable materials and one cart for green waste. This type of service is generally for lower volume refuse generators with carts of less than one hundred gallons.
- M. "Recycling" means the process by which salvaged materials become usable products.
- N. "Refuse" means any and all discarded items and substances of every kind, including salvageable or recyclable materials, and garden (green) wastes, but not including sewage, septic tank contents, infectious wastes, or hazardous wastes as defined by state and/or federal law.
- O. "Removal" means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.
- P. "Residential customer" means all residences within the city limits, including single-family and multi-family dwellings.
- Q. "Subcontractor" means the individual, partnership or corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
- R. "Transfer station/resource recovery facility" means and includes those facilities utilized to receive solid wastes, temporarily store, separate, convert or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport to their final place of disposition. (Ord. 1709 § 1 (part), 2002)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LODI AMENDING LODI MUNICIPAL CODE CHAPTER 13.16,
“SOLID WASTE,” BY REPEALING AND REENACTING
SECTION 13.16.010 DEFINITIONS

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 13.16, “Solid Waste,” is hereby amended by repealing and reenacting Section 13.16.010 Definitions and shall read as follows:

13.16.010 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, the following definitions apply:

- A. “Collection” means the act of collecting refuse at the place of waste generation by an approved collection agent (public or private), and is distinguished from “removal.”
- B. “Collection vehicle or equipment” means and includes any vehicle or equipment used in the collection of residential refuse or commercial or industrial solid wastes.
- C. “Commercial customers” means all commercial (non-manufacturing) enterprises within the city limits except industrial customers.
- D. “Construction/Demolition waste” means used or discarded materials generated within the city limits during the construction, remodeling, renovation or demolition on residential and commercial buildings and any other structure or pavement.
- E. “Container service” means the type of refuse removal consisting of containers ranging from one cubic yard to fifty cubic yards, typically for large volume refuse generators.
- F. “Contract” means the written agreement covering the performance of the work, including, but not limited to, the formal agreement, and special provisions, affidavits and certificates of equal opportunity employment, certificate of worker’s compensation insurance, the proposal, contract specifications and performance bond.
- G. “Contractor” means the individual, partnership, corporation, joint venture or other legal entity entering into a contract with the city to perform the work. When modified by the phrase “as constituted,” it means the partnership, corporation or other legal entity as organized and existing, with the same majority shareholders, as determined at the time of the execution of a contract between the contractor and the city.
- H. “Disposal site” means and includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.
- I. “Garden (green) waste” means refuse consisting of grass, leaves, wood chips,

green plants, weeds, tree branches and garden trimmings.

- J. "Industrial customer" means all manufacturing enterprises who generate industrial waste within the city limits except commercial customers. The city manager or other designee shall determine whether a customer is "industrial" or "commercial".
- K. "Industrial waste" means solid waste originating from manufacturing facilities and factories within the city limits including construction and demolition projects. Industrial waste also means solid waste produced by any person, firm or corporation primarily engaged in the business of processing and manufacturing for the purpose of wholesale.
- L. "Multi-cart service" means the type of refuse removal designed for source separating into three carts. One cart for non-recyclable materials and non-green waste, one cart for recyclable materials and one cart for green waste. This type of service is generally for lower volume refuse generators with carts of less than one hundred gallons.
- M. "Recycling" means the process by which salvaged materials become usable products.
- N. "Refuse" means any and all discarded items and substances of every kind, including salvageable or recyclable materials, and garden (green) wastes, but not including sewage, septic tank contents, infectious wastes, or hazardous wastes as defined by state and/or federal law.
- O. "Removal" means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.
- P. "Residential customer" means all residences within the city limits, including single-family and multi-family dwellings.
- Q. "Subcontractor" means the individual, partnership or corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
- R. "Transfer station/resource recovery facility" means and includes those facilities utilized to receive solid wastes, temporarily store, separate, convert or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport to their final place of disposition.

Section 2 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. In the event that any portion of this Ordinance is determined to be invalid or illegal then the entire Ordinance will be repealed and reenacted back to its form prior to September 21, 2005.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ____ day of August, 2008.

Attest:

JOANNE MOUNCE
Mayor

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, 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 August 6, 2008, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2008, 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 of the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approval of Six-Month Budget for PCE/TCE Related Litigation Case.

MEETING DATE: August 6, 2008 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve a six-month budget for the Envision Law Group PCE/TCE related case in an amount to be set by Council at the meeting.

BACKGROUND INFORMATION: Staff recommends that the City Council approve a 6-month budget for the Envision Law Group PCE/TCE related litigation case in an amount to be set at the meeting.

FUNDING AVAILABLE: Water Fund

Approved:

Stephen Schwabauer, City Attorney

APPROVED:

Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$56,978.56).

MEETING DATE: August 6, 2008 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement litigation in the total amount of \$56,194.56, and various other cases being handled by Outside Counsel in the amount of \$784.00.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; and Kronick, Moskovitz, Tiedemann & Girard for services incurred relative to the Environmental Abatement Program litigation and various other matters that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	184010.7323
8008	109587	June-08	City of Lodi v. Donovan (Envision)	\$48,659.21
		Apr-May--08	Carol Langford,Expert Witness	\$715.00
				\$49,374.21

Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323
11233.026	239725	06/25/08	Lodi First v. City of Lodi	\$784.00

MISCELLANEOUS

Invoice No.	Date	Description	184010.7323
20076679	1/25/2008	Legalink, Inc.	1,800.55
20076680	1/11/2008	Legalink, Inc.	993.75
20076681	1/24/2008	Legalink, Inc.	2,017.50
20076682	2/13/2008	Legalink, Inc.	2,008.55
			\$6,820.35

FISCAL IMPACT: Expenses in the amount of \$784.00 will be paid out of the General Fund and billed to Walmart for City's defense of the Lodi First litigation. The remaining expenses will be paid out of the Water Fund.

FUNDING AVAILABLE: 184010.7323 - \$56,194.56
100351.7323 - \$ 784.00

Approved: _____
Kirk Evans, Budget Manager

D. Stephen Schwabauer, City Attorney

APPROVED: _____
Blair King, City Manager